

1897-005 Chancery Causes: H. C. Joslyn for & vs. Samuel P. Graham &
Lee Co.

Richmond, Sewell, Turner, Gibson, Morgan, Pendleton, Fugate,
Cork, Milbourn, Blankenship, Ely, Standerfer, McTeely,
Kinzer

CA-Debt
T-Property

-Deed

To the Hon. H. S. K. Morison Judge of
the Circuit Court of Lee County Va.
Your Orator H. C. Joslyn who
sues for the benefit of S. B. F. Richmond
and B. A. Sewell administrators of the
estate of M. D. Richmond deceased who
humbly Complaining would respectfully
represent; that at the September term
of this Hon. Court, for the year 1891, your
Orator obtained a judgement on the
law side of said Court, against
J. P. Graham and Samuel P. Graham
for the sum of \$2305 ²⁷/₁₀₀; and legal
interest thereon from April 7th, 1890;
and his Costs at law \$10 ⁶⁶/₁₀₀. This Judge-
ment, was obtained on a note bear-
ing date April 7th 1890 executed by
the said Graham's to your orator, as
administrator of the said M. D. Richmond
deceased, and contains a waiver of
the Homestead Exemption. This note was
so executed by the said Graham's in
settlement of an account, due the
said M. D. Richmond deceased.

Situate in the said County, as your orator
is advised. Upon said judgement there
issued an execution which was placed
in the hands of C. E. Flanary sheriff of
said County for collection, returnable
to the Nov. Rules 1891, and was by him returned
"no property found" A copy of said judgement
marked "A" and a copy of said fi fa.
marked "B" will be found filed herewith
and is prayed to be considered as part
hereof. No part of said judgement
has ever been paid to your orator or
the beneficiaries herein, but the same
is wholly due to said beneficiaries as
above stated.

Your orator alleges that Samuel O.
Graham is the owner in fee of the
following named tracts of land situated
in said County and upon which said
judgement is a lien: viz: A tract of 40
or 45 acres, situated about 4 miles east
from Jonesville, and is part of a tract
known as the John B. Burk farm. The

said Graham has not the legal title to this tract, but is entitled thereto, having fully paid therefor, all of which will more fully, and at large appear, by the decrees & proceedings of a Chancery Cause now pending in the Hon. Court, that of Daniel Hall against John B. Burks & heirs, to which reference is here made, and which said Cause is prayed to be considered herewith as part hereof, as shewing the said Samuel P. Graham's title thereto.

The said Samuel P. Graham is also the owner of an other tract or parcel of land, situated in said County and is properly described in a pretended deed of said Graham and Lavinia J. Graham wife to Henry J. Morgan and which bears date March 1st 1888, but which was not acknowledged or admitted to record, until the 25th day of December 1890 sight months after the execution of said note.

This deed of the said Graham and wife to the said Morgan, was voluntary, and for the nominal consideration of one dollar, and was made, by said Gra-

conveyed the land to him. The said Morgan ^{conveys the}
your craters charge that said deeds were
in fact not written or prepared at
the day they bear date, but were in
fact so written and prepared or or
about the date of their acknowledge-
ment - and that they were each so
written & prepared at or about the same
time, that they are one and the same
transaction, and had one and the same
object viz: To fraudulently convey
and vest in Lavinia J. Graham, the
wife of Samuel P. Graham, the
legal title of the land of said Samuel
P. with the intent to hinder delay
and defraud his creditors and espe-
cially your crater.

Your crater alleges said conveyance to
have been made without consideration
at a time when the said Samuel P.
was largely indebted, to have been made
to his own wife, and that the same
was done with a fraudulent intent
to hinder delay & defeat your crater.

Copies of the deeds of Graham and
wife to Morgan and of Morgan to ^{said Lavinia} ~~them~~
marked "B" and D. will be found filed

The premises Consider your orator
prays that J. P. Graham, J. P. Graham
Lavinia J. Graham and A. L. Orellana be
made parties defendant and that they
answer this bill but they need not do
so upon oath that being waived.

And on a hearing a decree be
rendered enforcing said lien upon
said two tracts of land owned by the
said Samuel P. Graham, that the deed of
Samuel P. Graham and Lavinia J. Graham
his wife to Henry J. Morgan dated
March 1st 1888 and acknowledged Dec. 25th
1890. and the deed of Henry J. Morgan
to Lavinia J. Graham (who is the same
person, the wife of Samuel P. Graham) who
bears date March 3rd 1888 and is acknow-
Dec. 23rd 1890, be each set aside &
void & counted for naught, that said
lands be held liable for your orator's
said lien & judgment and that so
much thereof as may be necessary
be sold and the same applied in
discharge of your orator's said ju-
ment. And for all other fees

20 that the only security he has
10 debt is its real estate of the said
11 well P. Graham.

12 The object of this
13 Bill therefore is, to enforce said
14 Lien upon said Land, to have set
15 aside said deed of Samuel P. Graham
16 & wife to Henry J. Morgan, and the deed
17 of Henry J. Morgan to Lavinia Graham
18 and have said Lien enforced against
19 this tract also as the other is which
20 is insufficient to pay the same and to
21 have said Land, or so much thereof
22 sold as will pay the same (as the rent
23 and profits will not do so in five
24 years). Sold by order of the Hon. Court.

25 Your orator omitted to state that the
26 said J. P. Graham did own a tract of
27 land on which A. L. Prelimere had a
28 purchase money Lien and which said
29 Lien may not consume all of said tract
30 if not they ask that the residue after the
31 payment of the said Prelimere's Lien
32 be subjected also to the Lien herein set
33 forth.

aforsaid, and
terms. But if
at Richmond

As before stated
Settlement for

Page 1
Apr 12 1874

slip for

Bill Chy

Wahawah

A. B. C. D. E. F.

N C 11.73 Hy
7.00 Hy
with 3.00
over 4.50
15.00

\$11.23 Hy

with 5.00

\$46.23

Hy

11.73

5.00

7.21

5.00

\$28.84 Hy

accumulated costs
on amended bills

C 11.67

S 4.80

Coc 1.65

\$1782

To the Honorable H. S. H. Morrison Judge
of the Circuit-Court for Lee County Virginia.

The amended bill of H. C. Jolly
for the benefit of J. T. F. Richmond
and R. N. Sewell administrators D. S. W.
of the estate of M. D. Richmond dec'd.
^{It is also filed by him against J. P. Graham and others and pending within}
your orator by way of amendment
would state that hereinafter on the

day of 1891 James P. Graham
was the owner in fee of a certain
tract or parcel of land convey-
ed to him by W. R. Graham, being
the lot assigned the said W. R. Gra-
ham, in the lands of his father
John Graham dec'd, and sub-
sequent thereto, to wit on the
day of 18 the said James
P. Graham conveyed the same
lands to Samuel P. Graham
Copies of these deeds will be found
filed herewith, marked, 1 & 2.
This said last named tract
of land the said Samuel P.
Graham has never made con-
veyance of, until ~~the~~ since
the rendition of the judgment
in the original bill mentioned.
After the said James P. Graham
had made conveyance thereof
to the said Samuel P. Graham
he made another deed of convey-
ance to Louisa J. Graham

the wife of Samuel P. Graham,
Copies of these last deeds will
also be found filed herewith marked
344, and prayed to be considered
as parts hereof.

The deed of James P. Graham to
Lavinia J. Graham, your orator
advised, is null and void
because at the date thereof
there was no title in the said
James P. Graham, but the same
was vested in Samuel P. Graham.
But your orators are informed
and believe it to be true
and therefore charge that
these lands were in truth and
in Equity the lands and property
of James P. Graham, that he
made the conveyance to Samuel
P. Graham in the expectation
that Samuel P. & wife were
to convey to him another tract of
land in exchange therefor,
This they never done, and
thus the title stood until as
above stated James P. Graham
undertook to convey the same
to Lavinia J. Graham, This convey
ance while he could not legally
make it, was only intended as
a sham, was fraudulent,
and was made with the intent

1 to hinder delay and defraud
2 the creditors of James P. and
3 Samuel P. Grohman, and especi-
4 ally your orators' decedent.
5 Was without consideration
6 and void. But your orators
7 are advised that whether the legal
8 title in the said Samuel P.
9 Grohman, or the equitable
10 title in the said James P. Grohman,
11 be considered, your orators
12 judgment is available
13 in either event and a lien
14 upon said land.
15 Since the rendition of
16 your orators' judgment
17 and the institution of his original
18 bill, Samuel P. and Savina
19 J. Grohman, have sold and
20 attempted to convey to Samuel
21 E. Turner this same tract of
22 land together with others.
23 Your orators charge that
24 the said Turner in law and
25 in fact had full knowledge
26 of the state of the title to this
27 piece of land, that he knew
28 that the same was in equity
29 the lands of J. P. Grohman,
30 that they had never been
31 conveyed by Samuel P. Grohman
32 and that they were subject to

1 your orators' line, A Copy of
this deed & said Surveys, showing
substantially his knowledge
thereof, will be found filed
here with marked D.

The object of this amended bill, there-
fore, is to have the said judgment
line enforced against this
tract or parcel of land, and
to effect which to have the deeds
of J. P. Graham, to Louisa J. Grah-
am, and of Samuel P. Graham
and Louisa J. Graham to Samuel
E. Turner set aside held void
and annulled for naught.
Your orators will state that these
facts were not known to them
at the time of the filing of this
original bill, but have since
come to their knowledge.

The premises considered your
orators pray that Samuel
P. Graham, James P. Graham
Louisa J. Graham, and
Samuel E. Turner, be made
parties defendant to this bill
~~and~~ answer the same, but
they need not do so under oath,
that being expressly waived,
that on a hearing the deeds
of J. P. Graham to Louisa J.
Graham, and the deed of Sam

and P. Graham and Lavina J. Graham to Samuel E. Turner be each set aside, held void and annulled for naught in so far as they relate to the tract or parcel of land herein mentioned, and shown by the deed of James P. Graham ^{wife} to Lavina J. Graham; that your orators judgement be enforced thereon, and the said lands sold to pay the same, the rents and profits thereof not being sufficient in five years to discharge the same. Your orators omitted to state that Mrs Graham, the wife of J. P. Graham joined in the deed from said J. P. Graham to Lavina J. Graham, but she has no real interest therein, but signed the deed in conformity to pass her dower, but if deemed proper she will hereafter be made a party. If mistaken in the mode or measure of their relief, they pray for all other and further relief as in Equity they may be entitled. May plea, issue etc.

Prudence, Duncan & Swell
P. G.

H.C. Foully for etc,
vs { Amended
Bill.
J.P. Graham et al.

1893 2^d Dec Rules amended
Bill filed Spa Exd on
Dfts S.P. & J.P. Graham
& Deury, Nisi as to them
alias Spa as to S.E. Turner
& Laura J. Graham
Scantd

1894 1st Jan Rules Cont'd
" 2^d Jan Rules Spa
Exd on S.E. Turner &
Laura J. Graham & D. Nisi
as to them
" 1st Feby Rules D. Nisi
Cont'd & Cause set for
hearing by D.P.

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia.

The second amended bill of H.C. Joslyn, who was the administrator of M.D. Richmond, deceased, and who sues for the benefit of S.V. F. Richmond and B.H. Sewell, present administrators of said estate. This amended bill being filed by leave of court. And by way of amendment Your orator will respectfully show your honor that at the first March Rules 1892 of the Circuit Court of Lee County he filed his original bill, the object of which was to collect a judgment theretofore obtained by him against Samuel P. Graham and J.P. Graham for the sum of \$2305.07 with legal interest thereon from the 7th day of April 1890 and \$10.66 costs; that such proceedings were had on said original bill as resulted in a decree rendered and pronounced on the 15th day of March 1893 in favor of the plaintiff for \$2315.73 and legal interest on \$2305.07 part thereof from said 7th day of April 1890 till paid and the costs, and a further order that if said sum was not paid within 30 days from said day, then that D.C. Sewell who was appointed a commissioner for the purpose should sell the 44 acre tract of land ~~mentioned in the proceedings~~ mentioned in the proceedings in said cause or so much thereof as might be necessary to pay said judgment and satisfy said decree; that thereafter, to wit, on the 16th day of May 1893 said commissioner sold said 44 acre tract of land and the same was purchased by S.E. Turner at the price of \$361.00; that after deducting therefrom the costs and commissions of sale, there was left the sum of \$247.68 to be applied as a credit on said judgment.

Your orator will now further show your honor that afterwards, to wit, at the second December Rules 1893, of the Circuit Court of Lee County, he filed his amended bill, making Samuel P. Graham, James P. Graham, Lavina J. Graham and Samuel E. Turner, parties defendant thereto. The object of ~~this~~ ^{said} amended bill was to subject to the payment of said judgment or rather the remainder thereof, a certain tract of land described as containing forty acres laid off and assigned to W.P. Graham in the partition of the lands of John Graham, deceased, ~~afterwards~~ afterwards sold and conveyed by the said W.P. Graham to the said

J.P.Graham, and by the said J.P.Graham sold and conveyed to Samuel P.Graham by deed dated on the 9th day of November 1881, being the second described tract in exhibit "2" filed with said amended bill. In said amended bill your orator charged that ~~this tract~~ this tract of land was conveyed by the said J.P.Graham in exchange for other lands which were to have been, but were not conveyed to him by the said S.P.Graham, and that in fact and in truth said tract of land was still the property of the said J.P.Graham, and therefore liable to be subjected to the payment of said judgment, all of which will more fully and at large appear by reference to the bill, amended bill and proceedings therein in the chancery cause of H.C.Joslyn, for &c. against J.P.Graham et als. still pending in your honor's court and in which this amended bill is filed.

Your Orator will now show your Honor that he was mistaken in his allegation in said Amended bill, that said tract of land was still the property of the said J.P.Graham and not the property of the said S.P.Graham. The facts are as your Orator is now informed, that the said J.P.Graham did convey said tract of land to the said S.P.Graham as is shown by said deed, in good faith and for valuable consideration, all of which was fully paid. This conveyance as your Orator is informed, and he here charges the same to be true, was made in exchange for another tract of land situated on the south side of Powell's river, it being the land which the said S.P.Graham got in the partition of the lands of his father John Graham deceased, and at the time of this exchange as aforesaid the said J.P.Graham sold this tract of land to L.D. and Jefferson Kinser, and had the said S.P.Graham to convey the same to the said Kinser instead of him the said J.P.Graham, which the said S.P.Graham did on the 9th day of November 1881, the same day that the conveyance was made by the said J.P. to the said S.P. Graham. All of which more fully appears from said deed of the said S.P.Graham and wife to the said L.D. & Jeff. Kinser a copy of which is filed as part hereof marked "Kinser Deed". These being the facts, the said S.P.Graham was not only the holder of the legal title to said forty acre tract of land, but he was the ~~xxx~~

true owner thereof and nothing passed by the pretended deed of J.P.Graham to Lavina Graham dated the first day of March 1888.

And the lien of your Orator's judgement having attached to said land prior to the conveyance by the said S.P.Graham and Lavina his wife to S.E.Turner dated on the 4th day of April 1893, he is advised that he has the right to subject said land to the payment of the balance of his said judgement.

Your orator will now further show your honor that the said S.P. Graham, immediately after the conveyance of said land to him on the 9th day of November 1881, went into the possession of said tract of land, that he remained in the possession of it all the time up to the time of his said conveyance to the said S.E.Turner April 4th 1893, as aforesaid.

Your Orator will now show your Honor that the said S.E.Turner had full knowledge of your orators's lien at the time he purchased said land, if he had purchase it at all, but your Orator has been informed, and he alleges it to be true, that said tract of land did not enter into or form part of the consideration for which the said Turner agreed to pay the sum mentioned in said deed, that in fact he only accepted the conveyance thereof from the said Graham and wife for the purpose of hindering delaying and preventing the collection of his judgement by your Orator, and that hereafter if he succeeds in holding the same, that he is to settle with them for it. The said Turner likewise had full knowledge of the shifts devices and frauds by which the said ^{were} ~~Grahams~~ attempting to ~~avoid~~ avoid the payment of said judgement and the debt upon which it was founded.

Your Orator will now further show your Honor, that the attempted deed of the said J.P.Graham made to the said Lavina on the 1st day of March 1888 was fraudulent, that it was a part of the scheme by which the said Lavina was seeking to get possession of all of the lands of her husband, thus withdrawing the same from the reach of his creditors, that in fact at the time of said conveyance ^{J.P.Graham} he had no right or title, either legal or equitable to said land. Your Orator here adopts as a part of this amended bill the original and amended bills heretofore filed as a part of this

this bill. Now the object of this amended bill is to subject said forty acre tract of land to the lien of said judgement, and being without adequate remedy at law, he prays your honor's court of chancery to take cognizance of his cause and grant him proper relief, and to this end he prays that J.P.Graham, S.P.Graham, Lavina Graham and S.E.Turner be made the parties defendant to this bill and that they each be required to answer its several allegations as specifically as if here propounded to them by way of special interrogatories, but they need not answer under oath, as that is waived, and that upon a final hearing that said forty acre tract of land be subjected to the payment of your Orator's judgement, that the deed of S.P.Graham and Lavina Graham to S.E. Turner in so far as it affects this tract of land be set aside, and said land sold or enough thereof to satisfy said judgement and the costs of this suit, and for full general relief.

May Spa. i ssue &c.

Frederick A. D. S. & S. S. S.
Attorneys for Plaintiff

Plffs Costs
C 11.37
S 4.50
Co. C 1.68

H. C. Joslyn for vs
vs Gaudin Bill
J. P. Graham et al

1896 1st January Rules
bills filed
" 2nd January rules & pa
21 settled & D. S.
" 1st Feb'y rules D. S.
Confd & Cause set for
hearing

1 To the Hon. H. S. K. Morrison,
2 Judge of the Circuit Court of
3 Lee County, Virginia:

4 The Separate Answer of
5 S. E. Turner to a Bill & an amended
6 Bill of Complaint filed in this
7 Honorable Court against him
8 & others by H. C. Joslyn, suing
9 for the benefit of S. V. H.
10 Richmond & B. H. Sedell, Adors
11 of the estate of M. D. Richmond,
12 dec'd.

13 For answer says, that he person-
14 ally knows nothing of the indebted-
15 ness of his Co-Defendants to the
16 Complainants. That it is
17 true as he is informed & believes
18 and as is alleged in complain-
19 ants bill that James J. Graham
20 in 1881 did make a deed con-
21 veying the tract of land in
22 controversy consisting of about
23 40 acres to Samuel J. Graham,
24 but that as the said Samuel
25 J. Graham, as a consideration
26 for said conveyance was to
27 convey the said James J. Gra-
28 ham another tract of land &
29 failing in this, the aforesaid
30 conveyance was considered as
31 null & void & that no title
32 should thereby pass; In view of

1 which the said James P. Graham
2 afterwards, to wit: for a valuable
3 consideration & with Samuel P.
4 Graham's consent, conveyed the
5 said land to Lavina Graham,
6 wife of Samuel P. Graham, by
7 deed of March 1, 1888, and which
8 was duly recorded in the Clerk's
9 office of the County Court
10 of Lee County on the 24th
11 day of January 1889, and that
12 afterwards ^{to wit on the 4th day of April 1893} your respondent pur-
13 chased the said land for a val-
14 uable consideration of the said
15 Lavina & Samuel P. Graham,
16 all of which has been alleged by
17 the complainants & will
18 appear by reference to the
19 said deeds of conveyance ^{and to respondent's deed then filed as 4th of April 1893 marked "A" as part of this cause}
20 record as aforesaid - your re-
21 spondent states that he owes
22 Lavina Graham the full amount
23 of the purchase money of the
24 said 40 acre tract, which amounts
25 to about the sum of \$240⁰⁰.
26 your respondent is advised
27 that complainants said
28 judgement was not a lien
29 upon the said land at the
30 time of the conveyance from
31 James P. Graham to the said
32 Lavina Graham as the

Same was not rendered until the Sept. term of this Honorable Court, in the year 1891, nearly four years afterwards & could not have been made fraudulently as they were not indebted to Complainants at that time - the debts here sued for being contracted in 1890.

+ your respondent claims that his title is good - the conveyance to his vendor Lavina Graham being made when there was no lien attaching or through fraud & the ^{said} Samuel Q. Graham joining with her afterwards in conveying the same to your respondent, vested in him the complete title to said property, & he being an innocent purchaser & knowing of no fraud connected with his vendor's title, which he now avers, is advised that a Court of Justice will not disturb him in the enjoyment of the same.

your respondent further states, should
your Honor deem the ^{purchase price of the} said land sub-
ject to complainant's debt, then
he prays that the amount be allowed
him as a credit upon his bonds
due the said Lavina Graham, and
now having fully answered he prays
to be hence dismissed with

Saturn, H. C. Jackson, and A. V. F. Richmond & B. H. Sewell Admrs. of the estate

Which said Lord is now due the said Richard and your respondent says that the said James P
~~James~~ James P. Graham and James Graham be required to litigate matters and things in and in this case
and should the amount of the purchase money due upon this bond be liable to the payment of compound said
James, then that your respondents show credit upon this bond of said James P. Graham and James Graham
that this may be considered a matter of course, even will, or when pleasure as that the same may be most effectually
serving the public human ought and to equity and good conscience obliging.

1 the costs so unjustly in the behalf
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Jackson & Blount

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H. C. Joslyn, Jr., & Co.

Ans. of
S. B. Turner.

S. P. Graham et al

Filed in open court Mar
the 8th 1894
A. B. Munsey & Co

82458

Virginia.

To the honorable W. S. K. Morrison Judge
of the Circuit Court of Lee County.

The separate deimmer & answer of
J. P. Graham to a bill filed against him
and others in your honor's Court by W. C.
Jeslyn who sues for the benefit of S. V.
F. Richmond and B. H. Senell admin-
istrators of the estate of M. D. Richmond
deceased. Complainants.

This respondent says that the said bill is
not sufficient in law, but if any other
or further answer is necessary, he ans-
wers and says, it is true, he supposes,
that the Complainants obtained the
Judgment in the bill mentioned against
this respondent and J. P. Graham, and
that it was an a note executed by them
in settlement of a store account to
M. D. Richmond deceased, and after his
death, ^{which a note or debt was contracted after the year 1888, in} and that said judgment has been
docketed as alleged, and that execution
issued thereon and was returned.

"No property found", and that no part of
said Judgment has been paid. But your
~~respondent~~ denies that said Judgment became
and is a lien upon the land in the bill
mentioned, and denies that he owns the
tracts of land mentioned in said bill as

owned by him, but upon the contrary your
respondent owns no such land, and un-
fortunately for him, and his creditors, he
owns no real estate, a fact deplored by
him more, perhaps, than by any one else,
and which was brought about by his
unfortunate business transactions and
connection with others in such transactions.
Respondent will now shew unto your honor
that as to the first mentioned tract in said
bill, he purchased the same at a sale by
David Miller Commissioner, in the Chancery
Cause referred to, but being entrained in
debt at the time of his marriage to his
second wife, ^{Deer - 1883} Leinda J., and she having
some money, several hundred dollars,
which she had brought with her from the
State of Kansas, your respondent to raise
money with which to pay his debts, sold
to her the said land, for the sum of \$450.00
and executed to her his title bond for the
same, on the 3rd day of February 1884. Said
bond is herewith filed as part hereof mark-
ed "Cg" and prayed to be considered as part
hereof, and your respondent afterwards, as
he thought he had a right to do, conveyed
said land to his said wife pursuant to the
requirements of his said title bond, which

deed is of record in the Clerk's office of the
County Court of Lee County in deed book
to page , and a copy of said deed
is herewith filed as part hereof marked "H".
As to the second tract, respondent's said wife
had become the owner by exchange with
N. L. Sprinkle, of her interests in her grand
father John McElroy's real estate of a tract
of 77 Acres on main road adjoining the
lands of Thos J Stauderfer and on or about
the day of 188 your respondent
becoming entangled in debt again, which
indebtedness was to M. D. Richmond & others,
his wife sold said 77 Acre tract to one G.
W. Spencer for the sum of \$650.00, and your
respondent to raise some money, that he
much needed, sold to his wife the 44 acres
owned by him in the John Graham tract,
subject to the ^{of the mortgage} claim of said John Graham
in said 44 acres, for the sum of \$250.00
and paid about \$80.00 of this sum to
said M. D. Richmond ^{his} an indebtedness to him,
~~but not the indebtedness giving rise to said judgment,~~
and respondent & his said wife being advis-
ed by Judge N. J. Morgan, an attorney, that
the proper way for him to convey and vest
the title to said 44 acres in her was for
them both to join in a conveyance to a

third party and that third party to recanvey
to her, and that it was immaterial as to the
consideration stated in the deed, they ac-
cordingly on the 1st day of March 1888, executed
and acknowledged to said Morgan, a deed
for said land for the consideration, as expres-
sed in the deed of \$1.00, but the true consideration
was \$250.00 cash in hand paid by his said
wife, The original ~~in~~ deed is herewith filed
as part hereof, ^{marked} "A", said deed was acknowl-
edged before John R. Gibson, Clerk on the day
of its date, ^{and left with him for record,} and the endorsement of said clerk
on the back, and at the bottom thereof, bears
out this statement, but from some cause to
respondent unknown, said clerk did not
endorse, at large, his certificate of acknowl-
edgment on said deed March 1st 1888, and
admit the same to record, but did so endor-
se a certificate thereon dated December 23rd
1890, and not Decr. 25th 1890 as claimed by
Complainants. On the 3rd day of March 1888
Judge Morgan executed to said Lavina J.
his deed for said land, but which seems
from the certificate of the clerk not to have
been acknowledged by him until Decr 23rd
1890, as to how it was that said deed was
not acknowledged and recorded on the day

it bears date ~~of~~ ^{of} respondent does not
know, he thought it was so done, but
he is advised this is immaterial so it was
done, and the transaction was here filed,
and respondent avers that these entire trans-
actions were entered into and carried out
in good faith, and without any ^{fraudulent} intention
whatsoever, and he denies that they were
done with the fraudulent intent to hinder
delay and defraud his creditors, or any of
them, but were done to obtain money to
pay his creditors, the decedent of Complainants
being one of them. and were done before
the debt for which the judgment was
obtained was contracted or incurred,
and the purchase price for said two tracts
of land were paid to respondent by his said
wife out of her own money and separate
estate, and which they have been careful
to keep separate, as she had some living
children by her former marriage and so
had respondent. Respondent denies the
allegation that if the ^{originals of the} two Morgan deeds
could be found that they would show that
the date of the deeds are false", and he as
above stated files said originals with
pleasure, and asks complainants to remove
the beam from their own eyes and then

look and behold a clean transaction without
a scratch or blemish, and to then readjust
their eye glasses and see if the clerk's cer-
tificates, written at large, are not both
dated Decr 23rd 1890, instead of 25th in the
1st deed as alleged by them.

And now having fully answered your respec-
tful prayer to be hence dismissed with his
reasonable ^{costs}, and as in duty bound he will
ever pray, &c.

Wm^{md}. Pennington Jones

The within answer is accepted to.

1 Because the Sale sought to be set up, to the respondent wife, by a pocket title, under the bond filed, is no defence, being void in law.

2 Because the several contracts attempted to be set up and the conveyances thereunder are no defence, because they can not in law be made, but are void upon their face being between a man ~~and~~ ^{his wife} with for no consideration at a time when he was greatly indebted June 14th 1892

Duncan Sewell & Co

D. P. Cyranham

adms answer

D. Cyranham for &c.

Virginia.

To the honorable H. S. K. Morrison Judge
of the Circuit Court of Lee County.

The separate demurrer & answer of Luina
J. Graham, wife of S. P. Graham, and one
of the defendants, to a bill filed against her
and others in your Honor's Court by H. C.
Goslyer for the benefit of S. V. L. Richards
and B. D. Semell administrators of the
estate of M. D. Richards dec'd, Complainants.

This respondent says that the said bill is
not sufficient in law, but if any other or
further answer is necessary, she answers
and says, she supposes the allegations as
to the contracting of the debt, the execution
of the note and the obtaining of the judgment
thereon ^{may be} ~~are~~ true, ^{but as to this she is doubtful.} but the allegations of
Complainants that S. P. Graham is the
owner of the two tracts of land mentioned
in their bill, are emphatically denied
by your respondent. These lands were
purchased by her from her said husband
at the times and for the prices by him
in his answer stated, and she paid for
them with her own money which she
obtained in this way. Her first husband,
Walter Pendleton, departed this life in
the State of Indiana on the 10th day of Oct.

1881. and left to her some personal estate out of which she realized some \$700⁰⁰ which she took to the State of Kansas and invested in some public school lands and ^{which} by her own exertion and industry she improved and sold at a profit of about \$600⁰⁰ she then came to this County and married S. P. Graham, Mr Graham had been married before and had a family of children and so had she, and she endeavored to keep her previously acquired estate separate from his so far as she could, and he being in debt and she having money purchased his Burk land at the price of \$450⁰⁰ and paid him the money therefor and took his bond for a title, the same filed by him with his answer, and afterwards took his debt the same exhibited by him with his said answer, and afterwards he being in debt again I sold my Sprinkle land 77 Acres, as stated by him, and bought from him the 44 acres for \$250⁰⁰ cash, and he paid Mr M. D. Richmond some \$80⁰⁰ of it on a debt he ^{S. P. Graham} then owed him, These purchases were made by me from my said husband in the

same business manner that I would
have dealt with any one else, and
were made for the purpose of furnishing
him means by which to relieve himself
from debts which were, perhaps, rather
imprudently contracted. Your respondent
denies any fraudulent intent upon her
part or that of her husband in these
transaction; and again reiterates that
said purchases were made with her
own money, and she is advised that
she has a right to hold said land as her
own separate estate free from the claim
of the plaintiffs or any one else for
the debts of her said husband. As to
the statement of her husband in his ans-
wer about her exchange with Sprinkle,
and in reference to the deed to Morgan
and his reconveyance to them, she adopts
them as true and as such for her answer
on those points, and likewise refers to
the original deeds filed by him that speak
for themselves, and refute the unjust ^{and false} charges
made by Complainants as to false dates &c.
And having fully answered respondent asks to
be hence dismissed with her reasonable costs,
and as in duty bound she will ever pray &c.

Err. & Primmington & Goings
for said Deed.

This answer is accepted for the
same reasons stated on the Co-defend-
ant's answer Samuel P. Graham which
see June 14 1892

Duncan Sewell & P.

Samuel P. Graham
advs } Answer
D. C. Judge for &c.

H. C. Joslyn, for, etc., Plaintiff.

Against (In Chancery.

S. P. Graham, et al., Defendants.

To the Honorable W. T. ~~Miller~~ Miller, Judge of the Circuit Court of Lee County, Virginia:-

The separate answer of S. E. Turner to a second supplemental and amended bill of complaint filed in this Honorable Court against him and others, by H. C. Joslyn, suing for the benefit of ^{B. H. Sewell +} S. V. F. Richmond, Administrators of the estate of M. D. Richmond, deceased.

For answer says: That he personally knows nothing of the indebtedness of his co-defendants to the complainants; that it is true as he is informed and believes that James P. Graham in 1881, did make a deed ~~xxx~~ conveying the tract of land in controversy containing about forty acres to Samuel P. Graham, but respondent says that Samuel P. Graham in consideration of said conveyance was to convey to James P. Graham another tract of land which he never did, therefore the said conveyance was ~~xx~~ considered as null and void and treated by the parties as having conveyed no title; that James P. Graham for a valuable consideration on the first day of March 1888, conveyed the said forty acres of land with Samuel P. Graham's consent to Lavina Graham, which deed was duly recorded in the Clerk's Office of the County Court of Lee County, Virginia, on the 24th day of January 1889; that afterwards, to-wit: on the 4th day of April 1893, your respondent purchased said land for a valuable consideration of the said Lavina Graham, in which deed her husband Samuel P. Graham joined, which deed your respondent here files marked " A " as part of this answer. Your respondent is advised that complainants said judgement was not a lien upon said land at the time of the conveyance of James P. Graham to the said Lavina Graham--the same not having been rendered 'till after said conveyance was duly made and recorded, to-wit: at the September term of this Honorable ~~Court~~ Court 1891, nearly four years afterwards; that the same could not have been fraud^ulently made as the debt was not then contracted to the complainant--the debt upon which said judgement was founded being contracted in the year 1890.

Your respondent denies that the deed described by the complainants

as having been executed by Samuel P. Graham and Mary Jane Graham, (his ~~first~~ first wife,) to L. D. and Jefferson Kinser, dated Nov. 9, 1881, has any connection whatever with the transaction hereinbefore described by this respondent, between the said James P. Graham, Lavina Graham and Samuel P. Graham; that the last named deed shows upon its face that the consideration therein is and was the sum of \$550.00 and not in consideration ~~of~~ any exchange of any real estate.

Your respondent denies that the said S. P. Graham was ever a bona-fide holder of the ~~legal~~ title to the said forty acre tract of land, either legal or equitable.

Now, your respondent avers that the transaction between James P. Graham and Lavina Graham was one for a good and valuable consideration in law, altogether free from fraud or circumvention; and that the lien of the complainant ^{and never did upon the said 40 acre tract} had not then attached, nor had the debt been contracted upon which the judgement is founded. Yxx

Your respondent denies that S. P. Graham went into possession of the forty acres of land on the said 9th day of November 1881, and that he continued in the possession of the same until the date of the conveyance to S. E. Turner, on the 4th day of April 1893, but he avers that Lavina Graham went into possession of said land at the date of her purchase from J. P. Graham and so remained in possession until the date of the sale to the said Turner.

Your respondent denies that he had any knowledge of the complainant's ^{pretended} lien at the date of his purchase and he emphatically denies that he colluded with Lavina Graham, S. P. Graham, or any other person to hinder, delay or defraud the complainants in the collection of their money.

Having now fully answered your respondent prays to be hence dismissed with his costs.

Orr & Blankenship, J. G.

H.C. Joslyn, for, etc.

vs. Answer of S. E. Turner.

J.P. Graham, et al.

Filed in open court
and by leave thereof
Nov. 6th 1896
A.B. Munsey Clk

H.C. Joslyn & Co
against } In Chy-
J.P. Graham & Co }

This cause came on again
this day to be heard upon the
papers formerly read & the
the report of sale made
by Commr. D.T. Sewell & filed
Och. 19th 1897 to which there are
no exceptions & was argued
by Counsel.

On consideration whereof it
is adjudged, ordered & decreed
that said report & sale each
be & the same are hereby
confirmed. And said
Commr. will collect from
the purchaser, Sarah L. Clark
the purchase money bonds
as they fall due & pay
over to those entitled to the
same & report his actions
from time to time to this
Court & this cause is
Continued.

H.C. Joslyn & Co.

W^h Beech comb
Sale -

J. P. Graham & Co.

Nov. 7, 1897

Eu. C. O. B. No. 6. p. 22.

Enter this

W. J. M.

Nov 8 1897

H.C. Joslyn for TC, Plff.
vs
J.P. Graham et al Dfts. } du chancery

This cause came on again this the 14th day of June 1897 to be again heard upon the papers formerly read in the cause, the deposition of witnesses taken since the last term of the Court, and an abstract copy of the plaintiff's judgement filed ~~by leave~~ by leave and order of the Court, and was argued by Counsel.

~~Now~~ Consideration whereof, and it appearing to the Court from the evidence in the cause that S.P. Graham had the title to the forty acre tract of land mentioned and described in the deed dated November 9th 1881 from J.P. Graham & wife to S.P. Graham, where the plaintiff's judgement was obtained, and that said tract of land is subject to the lien thereof. It is therefore, adjudged, ordered and decreed that unless the said J.P. Graham and S.P. Graham or some one for them pays the balance of the decree in favor of the plaintiff rendered in this cause on the 15th day of March 1893 within thirty days from the rising of this Court, then D.C. Sewell who is hereby appointed a Special Commissioner for the purpose, will proceed to sell the

said forty acre tract of land, or so
much thereof, mentioned and described
in said deed of November 2nd 1881
from J. P. Graham & wife to S. P. Graham,
to pay the said balance of said
deed of March 15th 1893, in favor
of the plaintiffs, and the cash in
this suit not heretofore paid.
He will make sale by public
outcry to the highest, on some Court
day, at the front door of the Courthouse
of Lee County Virginia, on a credit of
one and two years, except so much
as may be necessary to pay said
last named cost and commissions
of sale, which he will require paid
in hand, and for the residue take
bonds payable to himself as Commissioner
bearing interest from day of sale,
with approved personal security.
But before proceeding to execute
this decree said Commissioner will
execute bond before the Clerk
of this Court, in a penalty of
\$800⁰⁰ with approved security, con-
ditioned to duly perform his duties
hereunder. He will then advertise
the time, terms, and place of sale
for thirty days prior thereto, by
posting written notices of the same,
one of which shall be on the
front door of the Court of said

County, and at two or more public places in said County, one of which shall be ~~in~~ the neighborhood where the land is situated.

And it is further adjudged ordered and decreed, that in so far as it is necessary to carry into execution this decree, the deed dated March 1st 1888 from J. H. P. Graham wife to Lavinia J. Graham, and the deed dated April 4th 1893, from S. P. Graham wife to Samuel E. Turner, be and each is hereby annulled and declared void. Said Commissioner V. C. Sewall will report his action to the next term of this Court, and this cause is continued.

H.C. Josly rifter

as { deer

J. P. Graham Chap.

Eu. Co. B. No 6. p 14+15.

Enter this
June 14th 1897.

W. L. M.

H.C. Joslyn for VC Plff

vs

In Chcy

J.P. Graham et al Dfts

This cause came on again
this day to be further heard
upon the papers formerly read
in the original and first amend-
ed bills, the second amended bill
regularly matured at the last
term of this Court, the answer
of Samuel E. Turner and exhibit
therewith to the second amended
bill, and general replication
to said answer, and was
argued by Counsel.
And it appearing to the Court
that said second amended
bill has been duly matured
and set for hearing against
all of the defendants mentioned
therein, and that J.P. Graham
S.P. Graham, and Lavina
Graham have failed to appear
therein, plead or answer to
said second amended bill
it is therefore adjudged, ordered
and decreed that said second
amended bill be taken
for confessed as to them,
and this cause is con-
tinued.

H.C. Jolyne for de,

vs Deane

J.P. Graham et al.

Entered in Chy
O.B. No. 4, p. 490.

Entered this
W. L. M.
Nov. 11, 1896.

H.C.Joslyn for &c.

vs.

J.P.Graham et als.

Upon the calling of this cause it was suggested by the Counse~~a~~
for the defendants that the amended bill had not been regularly
matured as ^{to} S.P.Graham, one of the defendants therein, on motion of
the Plaintiff and by consent of the defendants, the rules heretofore
taken in said cause are corrected so as to show that said cause is
regularly matured, it appearing from the summon in said cause and
the return of the sheriff thereon that said Sp P, Graham has been
dully summoned to answer said amended bill. And thereupon said cau~~e~~
is set for hearing and continued to the next term.

7
✓

H.C. Joselyn for \$6.

vs $\frac{1}{2}$ Deere

J.P. Graham et al

Correcting rules and
sitting cause for hearing

C.B. P. 447

Enter this decree

M. J. M.

Jan 5th 1896

for the defendant that the amended bill had not been regularly

Upon the collation of this cause it was suggested by the counsel

J.P. Graham et al.

H.C. Joselyn for \$6.

H. C. Jolly for +C
against

Plff

In Chancery

J. P. Graham et als. Defs

Upon the calling of this cause, it
was suggested ^{& agreed} that the cause is
improperly on the docket, ^{as a ~~trammelled~~ bill} not having
been matured against all the defend-
ants. The cause is therefore remanded
to rules to be there properly matured.

H. B. Gentry for &c

vs { Decree
3

J. B. Graham et al

O. B. P. 363

Enter this decree.

H. L. M.

Nov 7th 1896.

1 H.C. Joslyn for etc. Plff } In Chancery
2 vs }
3 J.P. Graham et al Dfts }

4 Upon the calling of this cause,
5 on motion of the plaintiffs
6 by their attorneys, and by consent
7 of the defendants by their attor
8 neys, leave is hereby granted
9 the plaintiffs to extend their
10 time for filing their amend
11 ed bill in this cause until
12 the 1st January 1896,
13 and the cause is continued
14
15
16
17
18
19
20

O.B.P. 294

Enter this,
M. D. M.
Nov. 14th 1895,

1 H.C. Joslyn for ete Pless,
2 vs

3 J.P. Graham et al Dpts

} in chcy,

4 This cause came on this day to
5 be again heard upon the papers
6 formerly read in the cause and
7 the amended bill of the plaintiff
8 and exhibits therewith, and was
9 argued by counsel.

10 On motion of the defendant,
11 ~~Samuel E. Turner~~ leave
12 is granted him to file his
13 answer to said amended
14 bill which is accordingly
15 done, and the plaintiff replied
16 generally thereto, and the
17 cause is continued.

H. C. Joslyn foret,

W. E. Secura

J. P. Graham stat,

E. O. B. Page 600
Mch 16th 1894

Enter this

A. S. K. M.

March 16th 1894

1 H. C. Joslyn for re, Plff.
2 vs
3 J. P. Graham et al Defs. } In Chancery

4 This cause on again this
5 day to be again heard upon the papers
6 formerly read in the cause, the
7 report of special Commissioner
8 D. G. Sewell, filed therein on the
9 23rd day of May 1893, and was
10 argued by Counsel. And it appearing
11 to the Court that said report
12 has been filed for more than ten
13 days before the first day of this
14 term of the Court, and that no
15 exceptions have been filed there
16 to, It is adjudged ordered and
17 decreed that said report and the
18 sale of the land therein reported
19 be and the same are each hereby
20 confirmed. Said Commissioner
21 will proceed to collect the said
22 two deferred payments payments
23 as they become due, pay the same
24 over to the parties entitled thereto.
25 Take receipts for the same, and
26 report his action to some future
27 term of this Court.

28 On motion of the plaintiff,
29 leave is granted him to
30 amend his bill at rules,
31 and there being nothing further
32 to be done ^{in this case} at this term of the

1 Court, the Court is cautious

H. C. Joslyn for

vs. ~~Deceit~~ ^{Confirming report of sale.}

J. P. Graham et al.

Entered by O. B.
page 508 & 9
June 10th 1893
J. A. Hyatt

Enter this.
June 10th 1893.
H. S. K. M.

1 H.C. Joslyn for etc Plff.
2 vs
3 J.P. Graham et al Dfts } In Chancery

4 This cause came on this
5 day to be heard upon the bill
6 of the plaintiffs, and exhibits filed
7 therewith, the answers ^{of S.P. Gra}ham and Savina J. Graham
8 with exhibits filed therewith, and
9 general replication to said answers,
10 the deposition of witnesses and
11 exceptions thereto, and was argued
12 by counsel. And it appearing
13 to the Court that process
14 has been served upon the
15 other defendants, more than
16 ~~ten~~¹⁵ days before this term of
17 the Court, and that they have
18 failed to appear, demur, plead
19 or answer, the bill is taken
20 for confessed as to them.
21 On consideration whereof,
22 it is adjudged, ordered and
23 decreed, ^{that as to the Bank of the Sandy River, and the other defendants, who have failed to appear, demur, plead or answer, the bill is taken for confessed as to them.} that the plaintiffs
24 recover of the defendants
25 S.P. Graham, and J.P. Graham
26 the sum of \$2315 ⁷³/₁₀₀ with legal
27 interest on \$2305 ⁰⁷/₁₀₀ from the 7th day of April 1890
28 till paid and the costs of this
29 suit. And it is further adjudged
30 ordered, and decreed, that the
31
32

1 less the said S. P. Graham and
2 J. P. Graham or some one
3 for them shall within thirty
4 days from this day pay
5 ^{to the said Plaintiff} said sum of money with
6 its interest and cost, then
7 D. C. Swell who is hereby appoint-
8 ed a special Commissioner
9 for the purpose shall proceed
10 to sell the forty four acre
11 tract of land ^{or so much thereof as may be necessary} described in
12 the deed of Samuel P. Graham
13 and wife to Henry J. Morgan
14 dated on the 1st day of March
15 1888, and for this purpose
16 the said deed of the said
17 Samuel P. Graham and ^{his wife} Samia
18 J. Graham to Henry J. Morgan
19 dated on the 1st day of March
20 1888, and the deed of Henry
21 J. Morgan to Savina J.
22 Graham, dated on the 3rd
23 day of March 1888, are each
24 declared null and void and
25 set at naught ^{in so far as they affect the rights of the} said sale
26 shall be made ^{by public outcry} to the highest
27 bidder, at the front door of
28 the Court house, of Lee County
29 Virginia, on a court day
30 upon a credit of one and
31 two years time, except a
32 sum sufficient to pay the

1 costs of this suit, and cost and
2 commissions of this sale, which
3 the Commissioner will require
4 paid in hand, and for the
5 residue said Commissioner
6 will take bonds with good
7 personal security payable
8 to himself as Commissioner
9 bearing interest from day
10 of sale. Before selling, said Commis-
11 sioner will duly advertise the time place
12 and terms of sale by posting written notices
13 thereof at three or more public places in
14 said County, one of which shall be on the
15 Court House door of Lee County and one
16 other in the neighborhood of said land for
17 at least 30 days before day of sale.

18 But before proceeding to act under this
19 decree said Commissioner will ex-
20 cute bond before the Court of this Court in
21 a penalty of one thousand dollars, ^{with approval personal security} con-
22 ditioned to faithfully account for all
23 sums of money received by him under
24 this decree he will report his action
25 hereunder to some future term of this
26 Court and this cause is continued
27
28
29
30
31
32

H.C. Joslyn for etc.

vs Decree

J.P. Graham et al.

Entered in C.O.B.

n 471-2.

this Mar 15, 1893

J.A.G. Hyatt

clerk

Enter this
Museum

March 15th 1893

H. C. Gaslyn for &c. Plff
against-
J. P. Graham & others Defs } In Chancery

On motion of defendants J. P. Graham
& Lavinia J. Graham leave is granted
them to file their separate demurrers &
answers, and the same were accordingly
filed, and the plaintiff replied generally
thereto. And the cause is continued.

W. L. Jashen for &c.

vs } Order
3 }

J. P. Gorham et al.

Enter this Order.

June 1892.

St. L. Joslyn Fort &c.

Diff 3

against

De Chaucey

J. P. Graham et al Defts

The depositions of John P. Graham and others taken pursuant to notice at the Law Office of J. W. Perry in Jonesville, ~~Peru~~ ~~Ind~~ ~~his~~ office on the 23rd Sept. 1892, which are intended to be read as evidence on behalf of the Defendants in the above styled Cause.

Present, Attorneys for the
Plffs and Defendants.

And by an agreement
between the parties the
taking of depositions
in this Cause is continued
until Monday the 3rd day
of October 1892

J. A. S. Lyatt clerk

Met pursuant to adjournment
on this the 3rd day of October 1897

and ^{by} further agreement
the taking of depositions
in this Cause is continued
until Saturday the 8th day of
October 1892, at the circuit court
clerk's office. J. A. Hyatt clerk

Circuit Court Clerk's office
October 8th 1892.

The parties met pursuant
to adjournment present
Plffs. ^{Lavina J. & S. P. Graham} and Defs. with their
attorneys

John R. Gibson a witness of
lawful age being duly sworn
deposes and says.

Ques 1st By Defs. Lavina J. & S. P. Graham by Counsel.

Please examine the two papers marked Exhibits
I & J respectively and state whether or not
you wrote these papers & dated them cor-
rectly, & state anything you may know
about them?

Ans. I wrote the two Exhibits marked
I & J. I dated them at the top

in the beginning of the deeds
the day I wrote them, and
the papers show the correct
dates, as they appear in my
own hand writing

Ques

Did you endorse the memorandum on
the one marked "I" on the back, and if
so why did you so endorse it, and
what do you remember about it?

This question is objected to because said in-
document is not a part of the deed, it is not
signed by anybody, it shows nothing and is
immaterial for any purpose.

Answer for Duff

I did endorse the memorandum
on the back of said Exhibit I,
from the fact that, ^{I think} D. P. Graham
acknowledged it at that
time. I am in the habit of making such
endorsements, under such circumstances. *

This answer is objected to because the cer-
tificate of acknowledgment which is on the
deed and constitutes a part of it, which is signed
by the officer taking it, is the best evidence
of the date of its acknowledgment & can't be contro-
verted by parol evidence

Answer for Duff

That is when one party acknowledges, I
endorse when it is done, and wait
before making certificate until all
the parties acknowledge, I often
do this.

Examination.

- 1 question who employed you to write exhibit
it is that is the deed from J P Graham
and wife to H. J. Morgan.

Ans. J. P. Graham employed me to
write said Exhibit

- 2 Who employed you to write exhibit "J."

Ans. The same person Mr. J. P. Graham.

- 3 Did he employ you to write both on the
same day

Ans. My recollection is that
he did.

- 4 On what day did he employ you.

Ans. I can not be positive on
what day it was, but my
recollection is that I wrote
and was employed to write
both deeds at the same
time.

- 5 Then each of said deeds does not bear
the correct date does it?

Ans. It does not bear the date
on which it was written
as now think

6. When was exhibit I delivered to H. J. Morgan. if it was delivered?

Ans. I don't know when it was delivered, I can't say that it ever was delivered.

7th Did H. J. Morgan request you to prepare exhibit I, or did he have any knowledge that it was prepared, until the day he acknowledged it.

Ans. - H. J. Morgan did not request me to write said Exhibit I. I think Mr. S. P. Graham requested me to write it, I can not say that H. J. Morgan had any knowledge of its being prepared, until the day he acknowledged it, nor can I say that he did not.

8th Did H. J. Morgan have exhibit I recorded, if not who did?

Ans. S. P. Graham had it recorded.

Re-examined

Ques. What is the date of the Certificate by you on Exhibit I.

This question is objected to because the date shows for itself?

Ans.

See answer for Dept

Ans.

It bears date Dec. 23rd 1890.

Ques

Is the copy of said certificate as attached to Exhibit "C. D" with plaintiffs bill, as to date, correct

Ans.

It is not of same date as the original.

Re examination

Please state if the certificate on exhibit C. D. is not a correct copy from the record?

Ans.

It is. said deed was recorded by my acting deputy. I think ~~he mistook the date of the certificate on the original deed.~~

Re examined

Ques

How do you account for the difference between the date of the certificate on the original deed and on the record of said deed & certificate?

Obj. that because at most the only answer that witness could give would be an opinion or guess

Duncan

Ans. My opinion is that my acting deputy
mistook the date of the certificate
on the original deed.

And further this deponent saith not.

John R. Gibson.

H. J. Morgan another witness and
being duly sworn deposes & says.

Ques

State anything you may know about
the two deeds marked Exhibit I & J.
respectively, and how they or either of
them, happened to be executed?

I do not recollect distinctly, much about
the transaction between the parties, I do recollect
of signing and acknowledging the deed marked
(J.) I think I had forgotten the fact, that Mr
Graham & his wife, had made the deed of
conveyance as shown by exhibit (I) at the time
I signed the deed (J) and felt a little surprised
at being called on to sign and acknowledge said
deed. I have an indistinct recollection that
some time before I executed said deed, perhaps about
a year or two, that Mr S. P. Graham and wife or
one of them, talked to me in relation to the Graham

either conveying or causing to be conveyed to his wife certain lands, but I do not recollect as to what particular tract, if any was mentioned.

I have an indistinct recollection that I said to them, or him or one of them on that occasion that they two (Graham & wife) might convey the land they spoke of, to some person not interested in the matter, and then leave that person to convey the said land to Mrs. Lucretia J. Graham, and if they asked me about such a conveyance, I would have advised them to take that course, and I would have told them if they asked me that the land might be thus conveyed to Mrs. Graham, if by so doing the creditors of Mr. S. P. Graham would not be prejudiced by such a conveyance.

My opinion is, I signed and acknowledged the deed (J) the day the certificate of Mr. J. R. Gibson thereon bears date, but it is only my opinion, and if either Mr. Graham and wife or either of them talked with me in relation to that matter it was a year or two before that time.

I recollect at some time or other, S. P. Graham said to me, that he had got from his wife some money, and that he intended to compensate her

in land for the same, but whether it was at the time Sprinkle made a deed of conveyance to him, or at or about the time Graham & wife made their conveyance to me I cannot now say; as well as I now remember, Graham said he had got from his wife from four to six hundred dollars, and my best impression is it was \$450.00

So much of the foregoing answer as refers to detail, a statement made to witness by S.P. Graham, as to his receiving money from his wife is objected to, because hearsay.

Time out for Plaintiff.

Cross Examination

1. question. Was the deed from S.P. Graham and wife to you dated March, 1888, and filed as exhibit I with Dfts answer ever delivered to you if so when.

Answer. If it was ever delivered to me, I have now no recollection of the fact;

2. Was the consideration of one dollar now found in said Deed paid by you to Graham and wife or to either of them.

Answer I did not pay them anything

3. Did Mrs. Graham pay you the one

dollar. mentioned in the deed from you to Mrs Graham dated March 3rd 1888. and filed with Deft answer as Exhibit "J." or any other sum of money as a consideration for the purported conveyance from you to her

Answer She did not pay me the one dollar, or any other sum, so far as I can remember;

4 Did you ever consider yourself the owner of the tract of land described in Exhibits "I." & "J."

Answer I did not consider that I ever had any interest in said tract of land. although I may have been invested with the legal title by said deed (J) I regarded my self simply as holding the land for the time in trust for some one else;

5 Did you know until the 23rd day of December 1890. That ^{the} deed by S. P. Graham and wife to you had been in fact made?

Answer If I ever knew prior to Dec. 23 1890 that Graham wife had made said deed of conveyance to me I have now forgotten it

I do not think I was present when said deed was written or signed or acknowledged, it is possible that

Mr Graham may have told me about its execution prior
to Dec. 23 1890 but if he did so I do not remember the fact.

And further this I state with out

Henry J. Morgan

A. K. Lurnen an other witness
of lawful age being duly
sworn deposeseth and saith.

Ques

State anything you may know about a
sale or sales of land by S. P. Graham to
Luinda J. Graham his wife.

Ans.

I assisted by carrying the
Chain, when Dr. Graham
surveyed the land mentioned
in the deed marked Exhibit
"A", though I do not ^{remember} helping
to run the entire boundary
mentioned in said Exhibit.
I know the fact that the
boundary mentioned in
this deed includes the
Burk land, and that
S. P. Graham had been in
the possession of this Burk
land from 3 to 5 years, previous
to this surveying, said S. P. Graham

employed me to carry the chain
on this occasion, and said
he was having it surveyed,
so that he could make his
wife a conveyance of the same,
I was living on the said
land at the time of said
survey, and had rented it
to, of S. P. & Lavina J. Graham.

The foregoing answer is all excepted to
because irrelevant and immaterial, that
part of it which seeks to detail what S. P. Graham
said was his reason for having said lands
surveyed is objected to because hearsay
and also because it is sought to get in by
hearsay what the said Graham himself can
not be allowed to tell.

Answer for Puff

X Examination.

1 question. Which ones of the lines in exhibit
"H" are lines of the Burk land?

Ans. I think the ^{white} Oak on the ridge is
where we began is a corner
to the Burk land, and thence N 43° W
8 poles to a post oak near a sourwood

1/3

Stump, then S. $46\frac{1}{2}^{\circ}$ W $82\frac{2}{3}$ poles to a white oak & double dog wood near a hollow, S. 42° E 74 poles to a stake on the Davis line, S. 88° E 88 poles to the Beginning, these lines embrace the Burk land as I now understand it.

2. What other land is embraced, in said line.

Ans The land known as a part of the Davis land,

3. To what tract of land is the point described as a fallen Red oak, corner to John Molinas land, a corner, is it a corner to the Burk land, or to the Davis tract of land.

Ans. My understanding is that it is a corner of the Burk land.

4. So the next call, "A 19. 3. 56. poles to a stake in a lane," a line of the Burk land?

Ans That is a part of it I know nothing about, that is the part I did not keep to run.

5 Do you know the boundary lines of the
Burr Tract or the acreage thereof.

Ans I do not except those I have
named, nor do I know
how many acres in it.

6. I now show you what purports to be
a deed from Geo W. Horvath, dated
February 22 1859. and ask you if
you know the Tract of land therein
described.

Ans I know parts of the lines
which seem to be the calls of
the Burr land. I am not
positive of this, but it so
seems to me.

7 When did you assist in doing said
surveying? spoken of by you in your
examination in chief?

Ans. In the year 1884 I
do not know the month.

8. How long before had you rented said land.

Ans I rented the land and moved
on it some time in Feby 1884
and some time during that

Year we surveyed the land.
wit claim And further this witness saith
2 days 1.00 not! A. H. Turner

John P. Graham an other
witness of lawful age
being duly sworn says.
Ques Did you write the deed from Samuel P.
Graham to Lavina J. Graham his wife, ^{marked Ex "B"} and
if so state how you came to prepare said
paper, and anything you may know about
the transaction.

I did write the deed from Samuel
P. Graham to Lavina J. Graham
his wife and the way I came to write
said deed was that said Samuel P. Graham
called on me at the time said deed was
dated May 1st 1884 to survey some
land for him and after I went to his
house to do the surveying for him
he told me the reason he wanted
the surveying done was he had married
recently and his late ^{said} wife had let
him have a sum of money and he

thought it right that he secure to
her the said late wife for the benefit
of her children by her first husband
an equivalent by deeding her the land
embraced in the deed written by me
at the time referred to I do not ~~now~~
remember the amount of money
named at the time I did the surveying
but the deed gives exactly the transaction
as it occurred. The land that I surveyed
was different tracts or parts of different
tracts I think one part of the land was
called the Burk land and ^{another} part the Davis
land. The deed I drew covers exactly
the land I surveyed

So much of the foregoing answer
as seeks to give conversations had
with J. P. Graham and information derived
from him is accepted to be true
however, and because this is an effort
to get in by indirect means that which
cannot be had by direct means.

Witness

2 days

\$1.00 J

Sub for the this department with not,
John P. Graham

(17)

Lula C Pendleton another witness of
lawful age and being duly sworn
deposes and says.

Ques State anything you may know about
a sale or sales of land by S. P. Graham
to your mother, now Lavina J. Graham.

Ans. I know that S. P. Graham
sold Lavina J. Graham my
mother the land on the River
known as the home place, she
paid him for it and he
deeded it to her, I saw
her hand said S. P. Graham
a good bunch of bills, I don't
know exactly how much, -
Soon after my mother sold
some land to one Mr. Spencer,
I was present and saw Mr.
J. Standifer pay to my mother
the money for the Spencer
land, and she then handed
to S. P. Graham the bundle of
bills above referred to, Mr. S. P.
Graham then handed said Mr. J.

Standifer 5\$ for his trouble in bringing said money from Bristol, I think the bundle contained 5\$ bills - it was a good bunch.

X Examination.

1 question. How much money did Mr Standifer bring to and pay to your mother?

Ans Six Hundred and fifty Dollars.

2. Did she pay or deliver it all to John P. Graham.

Ans. She did not.

3 What proportion of it did she deliver to him, at that time?

Ans About one third of the bunch.

4. You say in your examination in chief "That you know that J P Graham sold Lorina J Graham your mother, the land on the River known as the home place". Now you present where said sale was made?

Ans. I heard him talk about it

5 Did you hear him talk about before or after you saw the money paid?

Ans Before.

6 How Long before

Ans I do not recollect.

7 How many acres does said Home place contain?

Ans I dont know.

8 What price per acre did she agree to give him.

Ans I do not know.

9 How old were you at the time you saw your mother deliver said money to Mr Graham.

Ans I was 14 years old last February and this transaction occurred four years ago.

10 Do you remember the year you saw said money paid.

Ans It was in 1888.

11 Do you remember the month.

Ans I do not.

12 Was the weather hot or cold

Ans I dont remember.

And further this deponent earth not.

Loada. C. Penolletre

wit
claim 2
days 1.00

The further taking of Depo,
in this cause is adjourned
until Thursday Octo, 13th 1892

J. A. Hyatt
Clerk

Thursday Oct 13th 1892, Met pursuant
to adjournment,

H. C. Hugate another witness of lawful
age and being first duly sworn deposes
and says. -

Ques Are you acquainted with the John B
Burr land, & if so where does it lie?

Ans I am acquainted with what was called
the John B Burr land, it originally
as I have been informed ^{belonged} to James Burr
the father of John B Burr. Said land
lies between the main road and Powells
River. It adjoins the lands formerly owned
by John Graham deceased, by Travis, and
the John Summington land afterwards owned
by J. H. Davis I think This land cornered
on the Holira land the Davis land and
the Graham land, at the same point.

Ques Please examine the deed marked
Ex "H" and see if the calls in said
deed embrace the Burr land or
any part of it.

Ans. On examination of said Exhibit
"H". I find that the calls of said

Exhibit, embrace, what I have known as the Burk land, I cultivated part of the Burk land for two years I have known said land ever since I was a boy on for 35 Years, at the time I cultivated said Burk land it was owned by J. P. Leox and I rented it from him, after I rented from Leox said land I suppose was purchased by S. P. Graham from said Leox, at any rate said S. P. Graham went into possession of said land, and occupied and controlled it some time, the exact time I cannot state.

Cross Examination.

Question. What year or years did you use and cultivate the Burk land as a renter from J. P. Leox

Ans. My best recollection is that it was from 1870, - 1 or 2.

2. question: How did J. P. Cox become the owner of said Burk land?

Ans - I think he purchased it of old Uncle John Graham, this is my best recollection at any rate, and he John Graham from the widow Nancy Burk, as I now recollect it.

3 You say that Exhibit "H" which you have just examined embraces the Burk land. Please state which lines or courses in said Exhibit "H" are lines of the Burk land or embrace the same.

Ans, The lines leading from, a post oak near a sour-wood stump, S 46 $\frac{1}{2}$ ° W 50 $\frac{2}{3}$ poles to a white oak & double dogwood, thence S 42° E, — to a stake on the Travis line, other lands are embraced in this deed on the East side, known as the Davis land, and included in this deed.

4 Do you mean to state that J. P. Graham purchased the Burk land from J. P. Cox

Ans I think he did,

5 Should what year.

Ans. I suppose in the year 1869 or 1870

6. Then he had purchased it from Cox
before you rented it from Cox.

Ans No I rented from Cox before
he sold to Graham, and on
reflection I now place the
dates of the sale by Cox to
Graham at the years 1873 or 4,

7 Did you ever see the Burk land run out
if so please state by what papers it was
run, and where said running was done.

Ans. I never saw the Burk land
run out as I now recollect,
but I have seen the corners
with claim spoken of.

50 C. T. And further this witness saith not

H. C. Frazar

Lavinia J. Graham another witness
of lawful age & being duly sworn
deposes & says,

Does Are you the wife of S. P. Graham.

and if so when you married to Mr. Graham?

Ans. I am & was married to him ~~in~~ Decr 27, 1883.

Ques. Were you previously married and if so to whom?

The deposition and testimony of this witness is objected to, because as the wife of S. P. Graham who is the party directly interested she is incompetent to testify.

The matter here in controversy is intended to charge the cause of S. P. Graham with the judgment mentioned in the bill. Mrs. Graham is incompetent to testify to any matter touching said controversy.

See case for Preps.

Ans. I was to Walter T. Pendleton in January 1869.

Ques. Was there issue by this marriage & if so how many children?

obj. and to become immaterial and irrelevant - See case

Ans. There was issue, five children ^{May 1st 1884 and} four of whom were living when I married Mr. S. P. Graham, and two now living.

25-
Ques

Did your first husband leave any estate at his death, and if so how much and what became of it?

Objected to for reasons, stated in first exception, and because it is totally immaterial to this issue as to whether my first husband left an estate or not.

Dunnison for Plaintiff

Ans.

My first husband died in the State of Indiana, Octo, 10th 1881, he left no real Estate, but some good personal estate, from which I realized about 700\$, apart of which I invested in ^{Belmont} lands in Kansas, on which I made some improvements, with the remainder of said money, except 150\$ which I loaned out, I made a crop on said land one year, and sold crop and land for 1450\$. including the 150\$ above referred to as loaned out. I invested this money in land

soon after coming to this Country
and marrying Mr. S. P. Graham
by first purchasing from
him the land mentioned
in exhibit D. and known
as the Burk and Davis
land. I first got a title
bond from him for the Burk
land, which is marked
Exhibit D. and afterwards
the deed Exhibit "H", was made
by him to me. for both the
Burk + Davis land, I paid
for all this land \$626.50, and
this was apart of the money
I brought with me from Kansas.

I then purchased a small
farm of H. L. Sprinkle (77 acres)
which adjoined the said Burk
and Davis land, for this land
I paid him I think 615 \$
300 of which was money heired
by me as a distributee of the Estate
of John McElroy, and the bal.

my daughter Lula B. Pendleton

was paid out of money I brought with me or got from Kansas, I then sold this Sprinkle land, in 1888, to one G. W. Spence for \$650.⁰⁰ which I used in ~~paying~~ debts of S. P. Graham, in consideration of which he My husband S. P. Graham was in debt to M. D. Richmond & others, and he told me, if I would pay him out of debt ^{which amounted to about 250\$} he would deed me the 44 acres ^{the home place} on the River. I agreed to do so and paid ^{him 250\$ in presence of W. J. Standish} ~~his debts amounting to about 250\$,~~ and the remaining 400\$ I loaned to Mr. M. D. Richmond, I think the 250\$ was a fair price for the home place the same being encumbered by widows dower; and this home place is the land corner

1
sueyed by me and my husband
to H. J. Morgan, and reconveyed
by him to me, as shown
by exhibits "I & J." I purchased
these lands from my husband
S. P. Graham, the same as I
would have done from a
stranger, because I desired
to keep my money separate,
so that my first children
would get the benefit thereof
as I considered that it was
on account of the money
I got from their father that
made all this money. These
trades were made in good
faith and not for the pur-
pose of defrauding any
creditors. ^{of S. P. Graham} there were
no creditors, at that time
except what the money
I paid him ^{that I had of} paid off, and
it was to enable him to
pay his debts that I traded
with him.

29

X Examined

1. question. Did you administer an the estate of your late husband Walter S. Pendleton.

Ans. I did not, there was no administrator appointed, no, one said any thing about it and I used the property to best advantage.

2. question Please state the amount and kind of property owned by the said Walter S. Pendleton at the time of his death.

Ans. He owned a wagon and team of horses, a buggy & harness to both wagon & buggy, 19 head hogs, 3 milk cows, a corn and wheat drill, big blow harrow and roller, house hold & kitchen furniture, about 250 Bu, wheat to his part.

3 Did he owe any debts at the time of his death if so how much.

Ans. He owed about 150\$ and I paid the same.

4^a How much did you sell the personal estate owned by your husband at his death

Ans. - I did not sell the property soon after his death, I went on and made a crop, but I always considered that I realized about 700⁰⁰ from the property he left.

5 How much of this money did you send to Kansas and invest in school lands?

Ans One Hundred & Sixty Dollars. and purchased 80 acres thereof.

6. To whom did you send the money to invest it for you.

Ans To John Milbourn my brother

7. How long did you keep said land and to whom did you sell it?

Ans. I kept it 14 months and sold it to Arthur McNeely through my uncle Henry Milbourn.

8 How much did you sell said land?

Ans - I sold it for \$1000.⁰⁰

9 Did you put any improvements on said land while you owned it. if so please state what they were and the costs thereof.

Ans. I did put improvements on said land, I built a house and small barn and had a well dug, and a hen house, and had some Correlles made - and it all cost me about 360\$.

10ⁿ For what sum did you sell the crop raised by you on the Kansas land.

Ans. About 270\$, I had and sold 1200 Bu Corn at 25 on 20 cents per Bu, I cannot state exactly what sum I realized therefrom.

11 Did you have any other personal property, if so state the kind and if sold what you realized for it.

Ans. I had 14 head hogs, one cow & calf, I sold them and received 53\$ for cow & calf, and don't remember what I got for the hogs.

12. How much money did you have when you arrived here.

Ans I had on hands and coming to me 1350\$. and I arrived here with 950\$ and 400\$ was sent me the next January a year after I arrived here Dec. 29th 1883.

13. To whom did you sell your corn crop in Kansas, also your hogs, cow and calf.

Ans I sold the corn to a Mr. Stone, I can't call to memory the names of the persons I sold the cow & calf and hogs to, they were new comers.

14. What was the first land purchase you made after you got here, and the price you paid.

Ans. The Davis & Burk land and I paid therefor \$626.50 it was purchased from my husband J. P. Graham

15. From whom did you make the next purchase and state the amount thereof.

Ans. From Sprinkle and paid him I think 615\$. 300\$ of which I paid out of money heired by me

from the John McElroy Est,
and 315\$ out of money I
brought with me.

16. State the next purchase made by you, from
whom made, when made and the price paid.

Ans. The next land I bought was
from J. P. Graham, I don't
remember the time, I gave
him \$450. for his land
on examination I find the
deed is dated March 1st 1888.

17. From whom did you make the next purchase
of land, give the date of purchase and amount
paid.

Ans. The last piece was purchased
of S. P. Graham at the price
of 250\$ and this was
January 1888.

18. How much money did you then
have left, and what did you do with
it.

Ans. I loaned M. D. Richmond
400\$, ~~as I suppose~~ I had that
much left.

19. From This statement you have purchased and paid for how much land?

Ans. I have purchased and paid for \$1941.50 worth of land but this includes the Sprinkle land which I sold and invested 250\$ thereof in the said home place.

20 From what other sources outside of the \$1330.⁰⁰ brought from Kansas, and the \$300. got from the McElroy estate, did you receive money with which to make these purchases.

Ans. I received of personal Estate money from the McElroy Est 100\$ from Grand mother McElroy estate about 75\$ I dont remember the exact amount, about 100\$ from the Estate of my brother William who died in Texas.

21. Who paid you the money you received from your Grand fathers estate

Ans. I think Capt Jaslyn paid it to me.

22. Who paid you the money received from the estate of your Grand mother McElroy.

Ans. One Mr. Ely

23. of the Kansas money. did you not receive one hundred dollars of it in furniture?

Ans. I did not receive any of that amount (the 1350\$) in furniture.

24. Did not H. C. Jacy. since you came back here from Kansas pay you \$100.00 in furniture which was part of the proceeds of sales made by you in Kansas?

Ans. He did.

25. Did you give Capt Jacy as Admr of John McElroy a receipt for what he paid you and is not that receipt for the sum of \$26.09. and is not that all you received from the personal estate of your Grand father John McElroy.

Ans. It is not, I got more money than that from him.

26. I now show you a receipt dated Sept. 3. 1886. will you please say whether or not that receipt is not in full of your distributive share of said McElroy's estate. and in this connection please read said receipt to the Court so that he may copy it, as part of your deposition.

If this is the amount, I have forgotten all I know about it, I have always been of the impression I got about 100⁰⁰, I here hand you receipt signed by myself & husband filed by Capt Joslyn with his settlement which is in the following words & figures to wit.

\$26.09

Received of H. C. Joslyn Admr of the Estate of John McCloy decd, Twenty Six Dollars and nine Cents my distributive share of the personal Estate of said John McCloy decd being an heir of Polly Milbourn decd Sept 3rd 1886. Samuel P. Graham
Lavina J. Graham

- 27 You have several times stated in your conversation, here around the table, that you did not give James H. P. Graham \$400 for the land conveyed by ~~him~~ to him. How did you ever really purchase it at all, if so when, did you purchase it when did you purchase it,

What price did you pay for it and what did you pay it in?

Ans. I did purchase it, I think I made the purchase some time before the date of the deed which is dated March 1st 1888, I made it horse, I dont think I paid him over 300\$ for it, I dont think the consideration stated in the deed is correct, I paid him about 290\$ in cash, and I cannot state now what the bal was paid in, but it was paid in truck & turn over — something to live on.

28. Then if you only paid \$300.00 for said land why did you have \$450.00 put in as the consideration for said conveyance.

Ans I did not have it put in, I knew nothing about it till I saw the deed, I guess he thought he got it, and I guess he did.

29 Was said deed ever delivered to you, if so when and by whom?

Ans. It was, I cannot say when it was ^{it was} given me by S. P. Graham and I was glad to get hold of it,

30 Was said deed delivered to you until after it was recorded.

Ans. I can't tell you, I suppose it was recorded, but I cannot tell about that, all I know about it is that I got the deed.

31 Who has been paying the taxes on the lands purchased by you since your purchase?

Ans. Since it was transferred I have been paying the taxes in my name - and I have paid the taxes most all the time since my purchase.

32 Was any of the land ever charged to you for taxation till the year 1890.

Ans. I don't reckon it was transferred till then.

33 In question 30 above I asked you if the J. R. P. Graham deed was delivered to you until after it was recorded. I now ask you if your husband has not told you that he had said deed recorded before he delivered it to you.

Ans. - I just hear ^{my husband} him, say since answering question 30, that he had it recorded before he delivered it to me.

34 What did it cost you to get it from Kansas, to Virginia.

Ans. - I cannot remember exactly but think it cost me about 100\$.

35 Do you know what disposition your husband made of a tract of land lying on the north side of Powell's river said to contain 40 acres and conveyed to him by J. R. P. Graham by deed dated Nov. 9th 1881.

Ans. - I do not.

And further this witness saith not

Louisa G. Graham

Adjourned until tomorrow morning 9 o'clock, J. A. Hyatt
Clerk

Oct. 14, 1892.

H. H. Cook, another witness of lawful age, introduced by the Defts, being first duly sworn, deposes and says:—

Ques. Did you or not ^{ever} have a contract with S. P. & J. P. Graham for the building of a large brick house in Jonesville? If so state the date of said contract.

Obj. ~~ed~~ to be ~~cause~~ irrelevant immaterial and of no importance or relevancy whatever in this suit

For answer for Deft.

Answer Yes; The contract was made 14th day of January 1889.

Examin'd

1 Question. Did not M. D. Richardson furnish the said S. P. & J. P. Graham with goods wares merchandise &c. to enable the said Grahams to go on and complete your work.

Answer Yes; he & his administrator did.

2 question. Could the Grahams have completed your work but for the assistance they got from Mr. Richmond and his Administrators.

Answer They could not have completed the work, unless they could have procured assistance from some one else.

3 question. At the time the said S.P. & J.P. Grahams entered into the contract with you to build your house did not S.P. Grahams claim and represent to you that he was the owner of valuable real estate situated at and near where he lives in this County?

Answer I do not remember whether he did or not, though my recollection is that I made an advanced payment of \$400⁰⁰ and before making the payment I was satisfied in some way that I would be safe in it.

4 question by way of refreshing your memory. I will ask you if S.P.

Graham did not hold out to you at
represent that he was the owner of real
estate of the value of \$3000. or more,
at the time you advanced him the
\$400.00

Answer. I do not remember.

I By what means then did he satis-
fy you. That you could safely
pay him the \$400. in advance.

Answer. My recollection is that W. G. Richmond and
James H. Orr stated that they considered
S. P. Graham honest and good.
And further this witness saith not
J. W. Cook

I, J. A. S. Syatt Court in Chancery
do hereby certify that the fore-
going depositions were taken
before me at the place and
times mentioned in the caption
and sworn to and subscribed
by the witnesses, and held open
by the ~~Deft~~ until the 21st Oct, 1892

at which I was directed to
close the depositions for the
Defendants S. P. & Lavinia Graham
Given under my hand
this October 2nd 1892.

J. A. Hyatt
Clerk

Sgt L. J. Graham

ad³ Defro

St. C. Jolly for re

Filed Oct 21st 1892

J. A. Hyatt

Cours Fee for Defro 2.00

1 To S. P. Graham and Lavina J. Graham
2 You are hereby notified, that
3 on the 5th day of November 1892, at
4 the dwelling house of John A. Milbourn
5 in Butler County, State of Kansas,
6 I shall proceed to take the depositions
7 of John A. Milbourn and others, to be
8 read as evidence in my behalf, in
9 a certain suit in equity, depending in
10 the Circuit Court for Lee County
11 Virginia, wherein I, who sues for the
12 benefit of S. T. F. Richmond and B. H. Sew-
13 ell administrators of the estate of M. D. Rich-
14 mond deceased, am plaintiff, and you
15 and others are defendants; and if from
16 any cause the taking of said depositions
17 be not commenced, or if commenced,
18 be not concluded on that day, the
19 taking thereof will be adjourned
20 from day to day, and from time to time,
21 and from place to place, until the
22 same shall be completed.

23 This the 28th day of October 1892.

24 Respectfully
25 H. C. Joslyn, who
26 sues for the benefit of S. T. F. Richmond and
27 B. H. Sewell administrators of the Estate of M. D.
28 Richmond deceased.

29 By Counsel.

H. C. Joslyn for etc.

vs Notice to take
depositions.

~~W. O. Graham et al~~

Legal Service of
the within notice
is accepted.

This October 28th 1892.

J. H. Orr, and
Pennington Gaines
Attys. for Defs.

1 The depositions of John A. Milbourn and
2 others taken before me J. E. Buchanan
3 a notary public for the County of Butler
4 and state of Kansas, pursuant to notice
5 hereto annexed, at the dwelling house of
6 John A. Milbourn, in the County of Butler
7 and state of Kansas, on the 5th day of
8 November 1892, to be read as evidence in behalf
9 of H. C. Joslyn, who sues for the benefit
10 of S. V. F. Richmond and B. H. Sewell adminis-
11 trators of the Estate of M. D. Richmond deceased
12 in a certain suit in Equity, depending in the
13 Circuit Court for Lee County, Virginia, wherein
14 S. P. Graham and Lavina J. Graham and others
15 are defendants, and H. C. Joslyn, who sues
16 for the benefit of S. V. F. Richmond and B. H.
17 Sewell administrators of the Estate of M. D. Rich-
18 mond, deceased, are plaintiffs.

19
20 The witness John A. Milbourn being
21 duly sworn, deposes as follows:

22
23 Ques. Please state your age, occupation
24 and place of residence.

25 Ans. "Thirty years old (30) A farmer & stock
26 raising, Butler County Kansas."

27
28 Ques. Please state whether you are acquainted with
29 Lavina J. Graham, formerly Lavina J. Pendle-
30 ton, or not. Ans. I am.

1
Ques 5, Please state as nearly as you can
the amount of money which Mrs
Lavinia J. Pendleton, now Mrs Graham,
had when she left the state of
Kansas, to settle in Virginia.

To the best of my knowledge she had
about Nine Hundred dollars (\$900)

And further this deponent saith not.

Swers

Arthur McNeally, another witness being
duly sworn, deposes as follows: -

Ques 1, Please state your age, occupation
and place of residence.

Ques 2, Are you acquainted with Mrs Lavinia
J. Graham, formerly Lavinia J.
Pendleton?

Ques 3 Did Lavina J. Graham, formerly Lavina
J. Pendleton own any land or
interest in land in the state of
Kansas, if so how much, what
disposition did she make of it, to
whom, and for what price.

Ques 4 What personal property was owned
by the said Lavina J. Graham at
the time she sold her real estate
in Kansas, and what sum did
she realize from the sale of said
personal property?

Ques 5. Please ^{state} as nearly as you can the
amount of money which Mrs Davi
na J. Pendleton, now Mrs Groham,
had when she left the state of
Kansas, to settle in Virginia.

And further this deponent saith not.

State of Kansas, } to-wit:
County of Butler }

J. E. Buchanan a Notary Public
for the County of Butler, in the said State,
do hereby Certify that the foregoing
depositions of John A. Milbourn
and Arthur McKeally, were duly
taken, sworn to, and subscribed
before me, at the time and place, and
for the purpose in the Caption
hereto mentioned.

Given under my hand, and Notarial
seal, this the 5th day of November 1892

A. P.

J. E. Buchanan Notary Public

Corn. Expr. June 18th 1893-

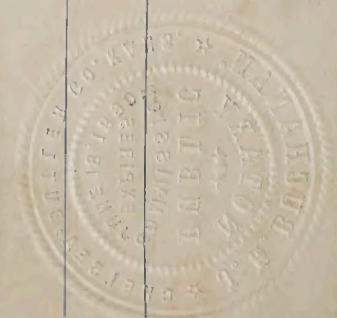


H.C. Joslyn for
vs E Deposition
J. P. Graham

Recd. by mail in
good condition
and filed Nov
12th 1892.

J. A. Dyatt

Cost of dep of 3.00



To S.P.Graham, Lavina J.Graham, and J.P.Graham.

You will please take notice that on the 5th day of November 1892 at the Clerk's Office of the Circuit Court of Lee County, we will proceed to take the depositions of George W. Blankenship and others to be read as evidence in behalf of the Plaintiffs in a certain cause in Chancery now pending in the Circuit Court of Lee County in which H.C.Joslyn for &c is Plaintiff and you are defendants, if from any cause said depositions are not completed on that day the taking thereof will be continued from day to day, from time to time, and from place to place till finished.

You can attend and Cross-examine said witnesses if you so desire.

Very truly &c.

H. C. Joslyn. for the
Benefit of S. F. Richmond and
B. H. Swell Administrators of H. D. Richmond dec'd

by,

Prothonotary Sumner & Swell

Atty. D.

H.C. Joslyn for 76
or $\frac{2}{3}$ notice.

S.P. Graham et al

To S.P.Graham, Lavina J.Graham, and J.P.Graham.

You will please take notice that on the 5th day of November 1892 at the Clerk's Office of the Circuit Court of Lee County, we will proceed to take the depositions of George W. Blankenship and others to be read as evidence in behalf of the Plaintiffs in a certain cause in Chancery now pending in the Circuit Court of Lee County in which H.C. Joslyn for &c is Plaintiff and you are defendants, if from any cause said depositions are not completed on that day the taking thereof will be continued from day to day, from time to time, and from place to place till finished.

You can attend and Cross-examine said witnesses if you so desire.

Very truly &c.

H C Joslyn for the
Benefit of St. Richmond and
B. H. Swell Attorney of M. D. Richmond

By
Gordon Duncanson & Swell

Atty

H. C. Joslyn for &c
vs. $\frac{1}{3}$ Notice

S. P. Graham it is
Executed Nov. th 3. 1892
at day.
by delivering a copy of
the within notice to
Larina. S. Graham
and leaving a copy for
S. P. Graham, with
Larina. S. Graham. The
wife of S. P. Graham
being absent from
his usual place of
abode. & Not executed as
to S. P. Graham.

This Nov. th 5. 1892
G. C. Flannery. S. L. C.

The depositions of George W. Blankenship and others taken before me ^{at a Court in Chancery for Lee County Va} at the Clerk's office of the Circuit Court of Lee County, Va., on the 5th day of November 1892, pursuant to the notice hereto attached, which are intended to be read as evidence on behalf of the Plaintiffs in a Chancery Cause now pending in Lee County Circuit Court in which H. C. Foslyer for is Plaintiff and S. P. & Lavinia J. Graham and others are defendants. Present attorneys on both sides. Said Geo. W. Blankenship being duly sworn deposes and says.

Ques 1. Please state whether or not you ever heard Samuel P. Graham state how much property he owned, and if so, when and under what circumstances. The taking of this deposition is objected to for want of sufficient notice. The Sheriff's return

shows notice served for 3rd 1892, at night, and not an S. P. Graham who was absent from his usual place of abode, and with whom his counsel have not had time or opportunity to communicate since said service, and because the Shiffs return is not sufficient as to him, and the question shows the importance of his presence.

S. McGain & J. W. Orr
for Defts.

2 ques by Defts. Was the statement asked for in writing?

Ans. It was reduced to writing.
3 ques. Has said statement signed by and sworn to by said Graham?
Ans. ~~It was signed by said Graham,~~
It was.

The above question and any answer thereto are excepted to because the statement is shown to have been in writing, and the writing is the best evidence and no oral statement in regard thereto is admissible.

Gains & Orr, for Defts.

Please state whether or not you heard said Graham make said statement orally, if he made any, —
by whom reduced to writing.

Ans. I heard said Graham make

said Statement orally and my recollection is that his statement was reduced to writing by me, he made said Statements in response to questions asked by me.

In answer to first question witness states that he heard Samuel P. Graham make a statement as to what he was worth, it was about 2 years ago, it was at the time he was going on a bond of Vin Poteet ~~as~~ a distiller and he was making an affidavit as a surety. as to his qualifications. I was taking the bond as U. S. Cour. for J. J. Alley Deputy Collector.

Ques 2. If Mr Samuel P. Graham stated how much property he owned at said time, please state how much, and if

what it-Contained.

Ans. My recollection is that he stated he was worth Three Thousand five hundred dollars. Three thousand dollars worth of real-estate & five hundred dollars worth of personal property consisting of horses, cattle, hogs, &c.

Ques, 3 Please state whether or not said Graham stated how many tracts of land he owned, & if so how many, where they were located, & who it-joined?

Ans. He stated the number of tracts, also the number of acres, the location of said land & who it joined; but my recollection is not sufficient to make any accurate statement as to any of above question in regard to number of tracts, acres location or who it joined.

My recollection is that he stated that the land was in Lee Co.

on Powell's river + east
of the Court House.

Ques. 4. You say said statement was
reduced to writing by you, please
state ~~in~~ whose possession said
writing is now in, and whether
or not it can be procured.

Ans. my recollection is that I
reduced said statement to
writing; but I do not know
whose possession it is or
whether I could procure it or
not. upon request I
made efforts to procure
said statement & failed.

And further this witness saith not.

Geo. N. Blankenship.

The further taking of these
depositions are continued
until Monday the 7th Nov
1892. J. A. Hyatt Clerk

November 7th 1892. At four o'clock
adjournment at the same place.

Thomas J. Ely another witness of lawful age being first duly sworn deposes and says

- 1 Question. Were you the administrator of the estate of Lydia McElroy, who was the wife of the late John McElroy.

Ans I was.

- 2 Question. How much did you pay to Lorina J. Graham, as her distributive share of the estate of her grandfather the said Lydia McElroy. And in your answer, please copy your receipt as taken by you if you took one.

Ans I paid her \$14⁰⁰. I took a receipt from her and her husband S. P. Graham, which receipt is in the following words and figures, to-wit: Received of Thomas J. Ely, Admin. of Lydia McElroy, dec'd fourteen & ⁷/₁₀ dollars my distributive share of the personal estate of said Lydia McElroy, dec'd, being one fourth of my mother Polly Wilbourn's share. Given the 12th / 1886. This receipt is signed

Lavinia J. Graham. Samuel P.
Graham. This is all that
I can find her so far as
I now remember.

Witness

claim 2 days

\$1.00

And further this deponent saith
not.

Thomas J. Ely

Virginia

Lee County to wit:

J. J. Alstyatt Comr. in
Chairman for Lee County cir-
cuit court do hereby certify
that the foregoing deposition
of M. Bankenslip and T. J.
Ely, were taken before
me, subscribed and sworn
to by the witnesses, at the
times and place and for
the purpose mentioned
in the Caption. Given
under my hand this
Nov. 8 1892.

J. J. Alstyatt Comr.

H. L. Jolyfont

3 Deps

203

Jas. P. Grahamston

Filed Nov. 8th 1892

J. A. Setzatt

Covers fee 5⁰⁰

with S. 2⁰⁰

7⁰⁰

To S. E. Turner, S. P. Graham, Lavina Graham and J. P. Graham:

-----You are hereby notified that on the 26th day of February 1897, at the office ~~W. F. Harris~~ W. F. Harris in Greenville, Hunt County, Texas, I shall proceed to take the depositions of L. D. ~~xx~~ Kinser and others to be read as evidence in my behalf in a certain suit in equity, pending in the Circuit Court for Lee County, Virginia, wherein I am ~~px~~ plaintiff and you are defendants; and if from any cause the taking of the said depositions be not commenced, or if commenced, be not completed on that day, the taking thereof will be adjourned from day to day, and from time to time and from place to place, until the same shall be completed. This the 19th day of February 1897.

Respectfully,

H. C. Joselyn Fortner
By Counsel,

H. C. Jaslyn Adm
for &c

vs Notice

S. P. Graham et als

I accept legal service
of the within notice
Feb 19th 1897.

S. E. Turner
By O. W. Blackenship
his Counsel.

Executed by delivering
a true copy of the
within notice, to
J. P. Graham and
Lavinia Graham,
and the said S. P. Graham
not being found at his usual
place of abode, I further executed
said notice as to S. P. Graham, by
delivering a true copy of same
to his wife Lavinia Graham, she
being found at his abode, and by explaining
the purport of same to her.
This the 20th day of February 1897.
Jas. M. Weston D. S. for H. C. Weston S. A. C.

-----The deposition of L. D. Kinser taken pursuant to notice hereto attached, on the 26th day of February 1897, at the office of W. F. Harris in Greenville, Hunt County, Texas, which deposition is intended to be read as evidence in a certain suit in equity pending in the Circuit Court of Lee County, Virginia, in behalf of the Plaintiff, in which H. C. Joslyn, for , etc., is plaintiff and J. P. Graham and others are defendants.

L. D. Kinser, a witness of lawful age, being first duly sworn deposes and says:

Ques. 1. Please state your age residence and occupation ?

Ans. *47 years of age, reside in Hunt County, Texas,*

Ques. 2. Do you know the defendants in this suit, to-wit: S. P. Graham, Lavina Graham, J. P. Graham and S. E. Turner, if so, how long have you known them, and if you are related to any of them, state which one, and what is the relationship ?

Ans. *I do, - have known them all my life, S. P. Graham and J. P. Graham are my uncles, Lavina Graham is my aunt by marriage,*

Ques. 3. State whether or not you are acquainted with the tract of land in controversy in this suit, it being the share of land laid off and assigned to W. R. Graham in the partition of the lands of John Graham, deceased, if so how near did you live to it ?

Ans. *I am acquainted with the land, - until my removal to Texas in the year 1888 I lived in Lee County, Virginia within about one mile of this land,*

Ques. 4. I now hand you a certified copy of a deed made by J. P. Graham and wife to S. P. Graham, dated on the 9th day of November 1881, and call your attention specially to the second or last tracts mentioned in said deed, and ask you to state what you may know of said conveyance and the consideration therefor. And I ask you to file said copy of said deed as exhibit X 1 with your deposition ?

Ans. *I was acquainted with the transaction. My father and I purchased this 40 acres from J. P. Graham also another tract of 30 acres. We afterwards traded this land to S. P. Graham for certain lands and as J. P. Graham had not made deed to us we had him to make deed direct to S. P. Graham, and we paid J. P. Graham the full consideration recited in deed, viz, seven hundred and fifty dollars. - I have attached certified copy of deed marked "exhibit X 1"*

Ques. 5. I now hand you a certified copy of a deed made by S. P. Graham and wife to Jefferson and L. D. Kinser, dated on the same day as the foregoing deed, and ask you to state to whom the consideration mentioned in said deed was paid, and if you answer that you paid it to J. P. Graham, state why you so paid it to him? Please file said copy of said deed with your deposition marked X 2?

Ans. The consideration herein mentioned was that we exchanged him the 40 and 30 acs shown under question 4 for the 35 acs herein mentioned, and received \$250⁰⁰ extra, - we paid seven hundred & fifty dollars to J. P. Graham for land bought from him as shown under preceding answer which we directed him to deed to S. P. Graham. The consideration in deed from S. P. Graham and wife to Jefferson & L. D. Kinser was paid in full. I have attached certified copy of deed marked "X²".

Ques. 6. State whether or not that said tract of land, or one of the tracts of land, was not exchanged by S. P. Graham to J. P. Graham for the second tract of land mentioned in the first named deed; that the said J. P. Graham then sold said land to you and your father, Jefferson Kinser, and had the said S. P. Graham and wife to convey the same to you instead of to him. State fully about said transaction?

Ans. It was not. There was no trading between S. P. Graham and J. P. Graham. The trade was as shown under answers no. 5 & 6, - we bought 70 acs from J. P. Graham for which we paid him \$750⁰⁰. Before deed was made we traded this land to S. P. Graham for the land shown under X² and received \$250⁰⁰ to boot, - we paid J. P. Graham \$750⁰⁰ for his land, - and we traded this land to S. P. Graham for other lands as shown under X² and received \$250⁰⁰ difference, and as J. P. Graham had not made deed to us we had him to make deed to S. P. Graham. The entire transactions only covered a few days time.

Ques. 7. After the conveyance of the said W. R. Graham's share of land, by J. P. Graham to S. P. Graham, who took and held possession thereof?

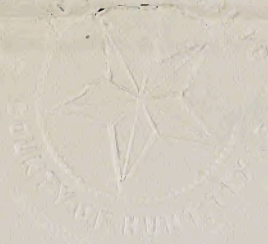
Ans.

S. P. Graham took possession of same.

L. D. Kinser

State of Texas, County~~xx~~ of Hunt, to-wit:

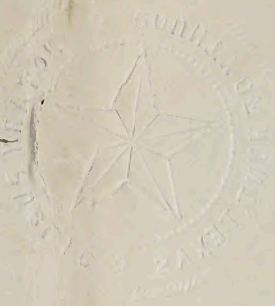
I, *Wm F Harris* a Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing deposition of L. D. Kinser was duly taken, sworn to and subscribed before me at the time and place and for the purpose in the caption hereto mentioned. Given under ~~my~~ hand and official seal, this the 26th day of February 1897.



Wm F Harris
Notary Public, Hunt County, Texas.

At the Jollyn force
Vol 98
J. P. Graham et al

Received by mail
in good condition
& filed March 2nd 1897
A. B. Munsey Clerk



This deed made This 9th day of November 1881 by and between James H. P. Graham & Mary Elizabeth his wife of the one part and Samuel P. Graham of the other part, all of Lee County and State of Virginia

Witnesseth, That said Jas. P. Graham and wife, for and in consideration of the sum of seven hundred & fifty dollars to them in hand paid or secured to be paid the receipt whereof is hereby acknowledged, doth hereby bargain, sell, deliver, & convey unto the said Samuel P. Graham two certain tracts of land lying and being in said County of Lee the one bounded as follows, to wit: Beginning at a rock, on South bank of Powells River, thence down said river as it meanders $34\frac{1}{2}$ poles to a small elm, thence South 53° E. 177 poles to a stake on top of Wallins ridge, thence N. 57° E. 14 poles to a stake, thence N. $88\frac{1}{2}^{\circ}$ E. 12 poles to a small chestnut oak, thence N. $67\frac{1}{2}^{\circ}$ E. 4 poles to a stake, thence N. 33° W. 162 poles to the Beginning, containing thirty

acres more or less. And the other of said two tracts is bounded as follows, to wit: Beginning at a sycamore on the north bank of said river, thence N. $15\frac{1}{2}$ W. 12 poles to a stake near a grave yard, thence N. $57\frac{1}{2}$ W. 12 poles to a stake at a spring, dividing said spring, thence N. 13 W. $65\frac{1}{2}$ poles to a stake in Nancy Burkes line, thence with said Nancy Burkes line N. 85 E. poles to a fallen corner, between said Nancy Burkes, Woliver and John Graham deceased, thence S. $68\frac{1}{2}$ E. $24\frac{1}{2}$ poles to a dogwood, thence N. $57\frac{1}{2}$ E. with said Woliver line to a hollow below said Wolivers spring, striking Thomas Grahams line, and with said line to the river, and with the meanders of said river to the Beginning, containing forty acres more or less. And said James K. P. Graham and wife do hereby covenant to & with said Samuel P. Graham that they will warrant generally the said two tracts of land herein described & conveyed. To have and to hold unto the said Samuel P. Graham & his heirs forever together with

the appurtenances thereto belonging, and in this conveyance it is expressly reserved by said James H. P. Graham and wife the right of way for a wagon road within the bounds of said tracts for the benefit of L.D. & Jefferson Kniser. Witness our hands and seals the day and year first herein written.

James P. Graham (seal)

Mary E. Graham (seal)

Virginia, Lee County, to wit:

I, John B. West a Notary Public in and for said County & State do hereby certify that Jas. H. P. Graham and Mary Elizabeth Graham, whose names are signed to the foregoing deed, bearing date November 9th 1881, have acknowledged the same before me in my said County. And said Mary Elizabeth wife of Jas. H. P. Graham aforesaid being examined by me privately & apart from her said husband & having said writing fully explained to her, she, the said Mary Elizabeth Graham acknowledged the same to be her act and deed and declared that she had willingly executed the same and does not wish to retract it. Given

under my hand this 9th day of November 1881.

John B. West N.P.
Virginia, Lee County Court Clerk's
Office the 13th day of July 1887.

The foregoing deed bearing date
Nov. 9th 1881 between Jas. P. Graham
& wife of the first part, and Samuel
P. Graham of the other part, all of
Lee County Va was this day filed
in this Office and admitted to re-
cord upon the certificate of John B.
West a Notary Public for Lee Coun-
ty. Va

Teste: John R. Gibson, Clerk.
A Copy, Teste:
S. J. F. Richmond Clerk.

Jas. H. P. Graham
and Mary E. his wife
To M. Deed
Samuel P. Graham

D.B. 22 page 357.

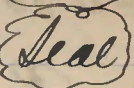
Case 75th

"X.1"

This Deed, made this 9th day of November 1881, by and Samuel F. Graham & Mary J., his wife, of the one part, and C.D. and Jefferson Thiiser of the other part all of Lee County, State of Va., Witnesseth, That said Graham and wife for and in consideration of the sum of Five Hundred and Fifty Dollars to them in hand paid or secured to be paid, the receipt whereof is hereby acknowledged, doth bargain, sell, deliver and convey unto said C.D. and Jefferson Thiiser, a certain tract or parcel of land, lying and being in said County, and on North side of Wallens Ridge & bounded as follows: Beginning at a stake a corner of Stapleton heirs lot, thence down the River about thirty poles to a stake; thence S. 33. E. 198 poles to a stake on top of said ridge; thence along the top of ridge as it meanders N. 58 E 12 poles to a large rock thence 88½ E 12 poles to a chestnut oak; thence N. 67½ E. 6 poles to a stake corner to Stapletons heirs and with their line North 33° W. 200 poles to the Beginning containing 35 acres To have and To hold unto the said

L. D. and Jefferson Thirser, and their heirs forever, and said Graham and wife hereby covenant that they will warrant generally the tract of land hereby conveyed. Witness, following signatures and seals the day and year first herein written.

Samuel P. Graham 

Mary Jane Graham 

Virginia, Lee County, to wit:-

I, John B. West a Notary Public in and for said County & State do hereby certify that Samuel P. Graham and Mary J. Graham, whose names are signed to the foregoing writing, bearing date November 9th 1881 have acknowledged the same before me in my said County; and said Mary J., wife of Samuel P. Graham aforesaid, being examined by me privately and apart from her said husband and said writing fully explained to her, she the said Mary J. Graham acknowledged the same to be her act and deed and declared that she had willingly signed and executed the same and does not wish to retract it. Given under my hand this 9th day of November 1881.

John B. West, N.P.
Virginia, Lee County Court Clerks Of-
fice Sept 12th 1888.

The foregoing Deed bearing date Nov.
9th 1881 between Samuel P. Graham
& wife of the one part and R.D. and
Jefferson Kiuser of the other part
all of Lee County Va was this day
filed in this office and admitted
to record upon the certificate of
John B. West a Notary Public for
Lee County Va.

Teste: John R. Gibson, Clerk.
A. Copy, Teste:

J. V. F. Richmond Clerk.

Samuel P. Graham & wife

To 3 Decd.

Ed + Jefferson Huieen

D.B. 23 Page 359.

Clint Co

⁹ X 2⁰

Messrs S. V. F. Richmond & B. H. Sewell administrators of the estate of M. D. Richmond Decd.

You will please take notice that on the first day of October 1892, at the dwelling house of Wm J Standerfer in Union County, State of Tennessee, we will proceed to take the depositions of said Standerfer and others, which depositions when taken are intended to be read as evidence in our behalf in a certain suit in chancery pending in the Circuit Court of Lee County Va. in which H. C. Jaslyn, who sues for your benefit is plaintiff, and we and others are defendants, and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed on that day, the taking of the same will be adjourned from time to time and from place to place until completed.

Very respectfully.

S. P. Graham.

Larinda J. Graham.

By Counsel.

Sept 12th 1892.

J. P. Graham & wife

advs { notice to take
- depositions

J. C. Jeshyn for &c.

Oct 1st 1892.

~~We accept legal
service of this notice~~

Executed. Sept 13. 1892

by delivering and
affixing copy of the
within notice to

B. H. Sewel and

S. H. F. Richmond

This Sept 13. 1892

C. C. Flanagan.

S. L. C.

In this notice
the depositions.

State of Tenn. }
Union County } ss.

The deposition of William J. Standerfer ^{sr.}
taken pursuant to notice
at the dwelling house of Wm J Standerfer
in Union County, State of Tennessee, on
the 1st day of October 1892, to be read as
evidence in a chancery suit pending
in the Circuit Court of Lee County Va.
in which D. L. Jashen for the benefit
of S. V. F. Richmond & B. H. Sewell Shurs
of M. D. Richmond decd are plaintiffs
and S. P. Graham & others are defend-
ants. The said Wm J. Standerfer a wit-
ness of lawful age and being first-
duly sworn, deposes & says.

Sworn by depts.

Please state anything you may know
about a sale or sales by S. P. Graham
of any lands in Lee County Va, to
Lavina J. Graham his wife, if you
know of such sale or sales, and
tell all you may know about it?

Ans.

In January 1888 I was Present and
heard S. P. Graham agree To Sell To
Lavina J. Graham his wife The Home
or River Farm. That The Dwelling House
Stands on And Some Time in The
Same month

I Collected Five Hundred Dollars
more or less. in Five Dollar Bills
From G. H. Spencer the amount said
Spencer agreed to pay Lavinia J. Graham
for her Seventy Seven ^{acres} of Land on the
Main Road adjoining my Land
And I paid said Money to Lavinia
J. Graham sitting by the fire side
of S. P. Graham. Then Lavinia J.
Graham paid to S. P. Graham a
part of said Money in my Presence
sitting by their fire side And the
General Understanding Between us
all there was it was a part of the
Purchase Money ^{she paid S. P. Graham} for the Home or River
Farm the same Land that is now
in dispute. Now as to the Land Trade
Between S. P. Graham and Wife for the
Home or River Farm I Believe it to
Be Real and Permanent and in good
faith Now as to ^{the} amount she was to
pay S. P. Graham I Cant Say. And the
amount she paid in my Presence I cant
say. But she paid him a
considerable Bunch of five Dollar
Bills Now these are all facts to the
best of my Knowledge

William J. Standen. Sr

State of Tenn } S.D.
County of Union }

I Martin Cook a Justice of the Peace in and for the County of Union and State of Tenn do Certify that the foregoing Deposition of William J. Standergere sen were duly taken Subscribed and Sworn to before me at the Time and place and for the purpose in the Caption mentioned Given under my hand ~~and~~ Official Seal This the 1st day of Oct 1892
Martin Cook Seal
J P for Union County Tenn

Justice Fee	\$ 100.
Postage	4
Witness W.J. Standergere 1 day	\$ 100

S. P. Graham & wife
ad³ Depo'

H. B. Jolly for &c

Received through
the Mail in good
Condition from
Justice before
Whom taken
and filed Octo,
6th 1892. J. A. Hyatt

Cost of Depo. \$2.04

S. V. F. Richmond + B. H. Sewell:

TAKE NOTICE, That I on the 3rd day of
Dec., 1882, at the dwelling house of John
M. Milbourn in Butler County, Kansas,

will proceed to take the deposition of John M. Milbourn

which, when taken, is intended to be read as evidence on my behalf in a cer-
tain suit in Chancery now pending in the Circuit Court of Lee county,
State of Virginia, in which H. C. Joslyn, who sues for the benefit of S. V. F. Richmond + B. H. Sewell, is the plaintiff,
and S. P. Graham + al are defendant.

And if from any cause the same be not commenced, or if commenced, be not con-
cluded on that day, the taking thereof will be adjourned, from time to time, and from
place to place, until completed. Nov. 24, 1882.

Very Respectfully,

Lavina J. Graham
By Counsel

S. V. F. Richmond + B. H. Sewell Attorneys of the
estate of M. D. Richmond, dec'd

Executed Dec. 24th 1892
by Delia J. W.
Copy of the within
S. C. D. Richmond
& B. H. Sewell
G. M. Wade D. S.
for C. E. Fleming
S. I. Co.

The deposition of John M. Milbourn taken before me, Curtis L. Harris a notary public for the County of Butler and State of Kansas, pursuant to notice hereto annexed, at the dwelling house of John M. Milbourn, in the County of Butler and State of Kansas, on the 3rd day of December, 1892, to be read as evidence in behalf of Lavinia J. Graham, in a certain suit in Equity, depending in the Circuit Court for Lee County Virginia, wherein H. C. Joslyn, who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators of the Estate of M. D. Richmond deceased, is plaintiff, and the said Lavinia J. Graham and S. P. Graham are defendants.

The witness John M. Milbourn being duly sworn deposes as follows:-

Ques 1. Please state your age, occupation and place of residence.

Ans. My age is 39 years, occupation Farming^{er}, place of residence Seven miles Norst of El Dorado, Butler County, Kansas

Ques. 2. Please state whether you are acquainted with Lavina J. Graham, formerly Lavina J. Pendleton.

Ans. I am

Ques. 3. Did Lavina J. Graham, formerly Lavina J. Pendleton, own any land or interest in land in the State of Kansas; if so, please state what disposition she made of it, to whom, and for what price?

Ans. Yes she owned eighty acres of school land. She sold it to Henry Milbourn for One thousand Dollars

Ques 4. What personal property was owned by the said Lavina J. Graham at the time she sold her real estate.

in Kansas, and what sum did she realize from the sale of said personal property?

Ans. Lavinia J. Graham had the following personal property and sold and realized from such sale the following prices
A note of \$100 for which she received \$109⁷²
19 Acres of Corn for which she received \$200.00
12 Hogs, \$100.00 one Cow and Calf \$52⁰⁰
Cook Stove \$10⁰⁰ Loom \$7⁰⁰ Safe \$3⁰⁰.
She had some money and also
She had other personal property, about 50
acres of grass, house hold furniture, potatoes
and other garden produce, poultry, she
sold these I do not know what she got for them

Ques. 5. State as nearly as you can the amount of money which said Lavinia J. Graham had when she left the state of Kansas, to settle in Virginia.

Ans. She had about one thousand One Hundred and Nine (\$1109⁰⁰) when she left Kansas for Virginia. She also had a note for \$384⁰⁰ due in one year from that time at 6% interest, this note was paid in full when due and I forwarded the amount to her in Virginia

1150555
Ques. 6. Please state your relation to said
Lavina J. Graham, and state
also your opportunity of knowing
what amount of money she realized
from both her real and personal
property in the state of Kansas
when she sold out there and came
to Virginia.

Ans. She is my sister, I acted as
her agent and did the principal
part of her buying and selling
while here. I assisted her in
selling the 80 acres of land ^{and}
in closing out her affairs when
she left here to live in Virginia.
She stayed with me for about a
week just prior to her leaving for Virginia.

Ques 7. State, if you may know, any thing
else in regard to the business
of said Lavina J. Graham pertain-
ing to her interest in the above
styled suit.

Ans. 

And further this deponent saith not.

[Witness sign here] John M. Milbourn

State of Kansas }
County of Butler } to-wit:-

I, Curtis L. Harris Notary Public
for the County of Butler, in the State afore-
said, do hereby certify that the foregoing
deposition of John M. Milbourn was duly
taken, sworn to, and subscribed before
me, at the time and place, and for
the purpose in the caption here to men-
tioned.

Given under my hand and nota-
rial seal, this the 3rd day of Dec-
ember, 1892

Curtis L. Harris Notary Public

Butler County Kansas

My commission expires Apr. 15th. 1896.

Fees. \$3.00

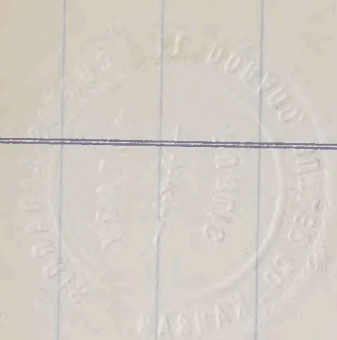
Paid by defendant Davina J. Graham
Curtis L. Harris
Notary Public

Put Notar-
ial Seal
here

H. C. Joslyn for &c.
vs Deposition.

J. O. Graham & als.

Received through
the mail in good
condition and
filed Dec. 7th 1892.
J. A. Hyatt & C.



1892

Chas. H. Joslyn

Wm. H. Joslyn

at the residence of

1892

Deposition taken at the residence of

S. V. F. Richmond & B. H. Sewell:-

Dec. 10th, 1882, at the dwelling house of A. B. McTeely, in Jasper County, Missouri,

will proceed to take the deposition of said A. B. McTeely

which, when taken, is intended to be read as evidence on my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee county, State of Virginia, in which H. C. Joslyn, who sues for the benefit of S. P. Graham & al., are defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed. Dec. 1st, 1882.

Very Respectfully,

Lavinia J. Graham
per Counsel.

S. V. F. Richmond & B. H. Sewell
of the Estate of
M. D. Richmond

H. C. Joslyn for etc
vs $\frac{3}{4}$ Notice, Depositions,
S. P. Graham & al

Executed by delivering
an office copy of the
within Notice to ^{Ben} J. V. Jr.

Richmond and
D H Sewell this

Dec 2 1892

J L Glass deputy
for C. E. Flanagan
J. L. C.

The deposition of A. B. McAuley taken before
me, a notary public for
The County of Jasper, in the State of Missouri,
pursuant to notice hereto annexed, at the
dwelling house of A. B. McAuley, in the said
County of Jasper in the State of Missouri; on
the 10th day of December, 1892, to be read as
evidence in behalf of Lavina J. Graham,
in a certain suit in Chancery now pending
in the Circuit Court of Lee County, State of
Virginia, in which H. C. Joslyn, who sues for
the benefit of S. V. F. Richmond and B. H. Swell,
Admsrs. of the Estate of M. D. Richmond dec'd, is
plaintiff, and S. P. Graham et al are defen-
dants.

The witness, A. B. McAuley, being duly sworn,
deposes as follows:

Ques. 1. Please state your age, residence
and occupation.

Ans. My age is thirty five, my Residence
is Jasper County Missouri, Occupation
is farming

Ques. 2. Please state whether you are acquaint-
ed with Lavina J. Graham, formerly Lavina
J. Pendleton, or not.

Ans. Yes sir I have known her
for a number of years, she is
a cousin of mine and have lived
a neighbor to her

Ques. 3. Did Lavina J. Graham, formerly
Lavina J. Pendleton, own any land, or interest
in land, in the State of Kansas; if so, please
state what disposition she made of it, to
whom, and for what price?

Ans. Yes Sir, She owned Eighty Acres,
and she sold it to Henry Milbourn
an Uncle of hers in the November
1893, for a consideration of one thousand
dollars (\$1000.00) of which seven
hundred and sixty dollars (\$760.00) was
paid to her, and the balance was paid
to the State to satisfy a Mortgage of
School money.

Ques. 4. State, if you know whether the said
Lavina J. owned any other property besides
said land at the time she sold out
in Kansas and moved to Virginia.

Ans. Yes Sir; she had about twenty
acres in corn, and a cow and calf,
and a bunch of hogs don't know
just the number, and she was
very well fixed in her house.
regarding house hold goods.
furniture etc.

And further this deponent saith not.

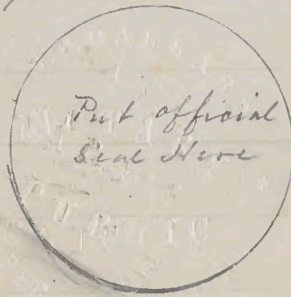
A B McNeely

Missouri,

Jasper County, to-wit:-

I, a notary public
for the County of Jasper in the State afore-
said, do hereby certify that the foregoing
deposition of A. B. McNeely was duly taken,
sworn to, and subscribed before me, at the
time and place, and for the purpose in
the caption hereto mentioned.

Given under my hand and official
seal, this 10th day of Dec. 1892.



my term expires Apr-1-1894 A. P.

S. P. Ballard

Notary Public

H. C. Joslyn for etc.
003 } Deposition

S. P. Graham & al

Costs for taking
Deposition.
\$7.00

Received by mail
in good condition
Filed Dec. 15/89
J. A. Ashurst

H. C. Joslyn for or } In chy-
vs }
J. P. Graham et al }

To the Hon. H. S. K. Morrison,
Judge of the Circuit court of Lee
County, Virginia.

The undersigned special commissioner
in the above styled cause would respect-
fully report; That pursuant to the terms
of a decree entered in this cause on
the 15th day of March 1893, after having
first published the time, terms & place
of sale by posting written notices thereof
as directed by said decree, he on the
16th day of May 1893 that being the second
of the May term of the County court of
Lee County offered the tract of land
in the Bill & proceedings mentioned known
as the 44 acre or home tract, to the high-
est bidder, on a credit of 1 + 2 years, ex-
cept as to cost of suit & commissions
of sale which he required to be paid
down.

At said sale S. E. Turner being the
highest bidder said land was
knocked down to him at the price
of \$361⁰⁰

Said purchaser paid down \$73³¹
the amount of cost & expenses of
sale, of which sum your court

disbursed the cost of such
amounting to \$57⁰⁹ as taxed by
the clerk to those entitled thereto
& took receipts for same which
are now in possession of your court.

The residue of said cash payment,
\$16²² your court retained as his
commissions.

For the deferred payment he took
two notes for \$143⁸⁴ each payable
to himself as court. bearing interest
from date & due in 1 & 2 years.

Said purchaser gave J. J. Ely &
L. E. Roop as surety, which your
court deems good & sufficient.

Said sale your court believes
to be a good one & recommends
its confirmation.

Respectfully,

D. S. Smell

of court.

H.C. Joslyn for &c

203 Report of sale
by spec. commr.

J.P. Graham et al

Filed May 23rd / 893

J. A. Stryatt c

H.C. Joslyn & Co

J.P. Graham et al } In Chy-

To the Hon. W.Y. Miller, Judge of
the District Court for Lee County,
Virginia:

Pursuant to the terms of a
decree entered in the above styled
Cause on the 14th day June 1897
appointing him a commissioner for the purpose
of selling the land in said decree
mentioned, I would respectfully report,
that after giving the bond & after ad-
vertising said land as required by
said decree, he, on the 18th day of
Oct. 1897, at the front door of the
Court house on the terms & in the
manner as fully set out in said
decree offered said land (the J.P.
Graham 40 acre tract) for sale
to the highest bidder.

At said sale Sarah L. Check
bid the sum of \$162⁰⁰ which was
the highest ^{& last} bid offered & accordingly
said land was knocked down to her
at that price, who became the
purchaser thereof.

Said Check purchaser as aforesaid
paid to your Court the cost of suit
to wit, \$17⁸⁷ & the costs of sale, to wit
\$8¹⁰ & executed her notes for the
deferred payments to wit \$136⁰⁸, payable

in two equal annual installments
bearing interest from date with
C. E. Check, George W. Blankenship
S.S. Singer as surety, which your
Court deems good.

Your Court retains his commission
shoals subject to your Honor's order
the cost paid to him.

Said land was sold low but
was the best he could do. It was
sold on a Court day, in the presence
of many people & after it was ad-
vertised as directed & he would
therefore recommend its confirmation

Respectfully Submitted,

D. F. Sewell
Court.

W. C. Joslin in proc

v. J. P. Graham et al

Filed Oct 19 1897

A. B. Mursey C/K.

H. C. Joslyn vs
Carriers
vs Bond
J. P. Graham et al
Filed May 17 1893
J. A. Hyatt

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1 This deed made this 9th day of November 18~~84~~
2 by and between James R. P. Graham & Mary
3 Elizabeth his wife of the one part and
4 Samuel P. Graham of the other part, all of
5 Lee County and State of Virginia
6 Witnesseth, That said J. R. P. Graham and
7 wife, for and in consideration of the sum
8 of seven hundred & fifty dollars to them
9 in hand paid or secured to be paid the
10 receipt whereof is hereby acknowledged,
11 doth hereby bargain, sell, deliver, & con-
12 vey unto the said Samuel P. Graham two
13 certain tracts of land lying and being
14 in said County of Lee, the one bounded
15 as follows to wit: Beginning at a rock on
16 South bank of Powell's River, thence down
17 said river as it meanders 34 1/2 poles to a
18 small run, thence South 53 E 177 poles
19 to a stake on top of Wallins ridge, thence
20 N 57° E 14 poles to a stake, thence N 88 1/2
21 E 12 poles to a small chestnut oak, thence
22 N 67 1/2 E 4 poles to a stake, thence N 33°
23 W 16 1/2 poles to the Beginning, containing thirty
24 acres more or less. And the other of said
25 two tracts is bounded as follows, to wit:
26 Beginning at a Sycamore on the north bank
27 of said river, thence N 15 1/2 W 12 poles
28 to a stake near a grave yard, thence N
29 57 1/2 W 12 poles to a stake at a spring,
30 dividing said spring, thence N 13° W 65 1/2 poles
31 to a stake in Nancy Burks line, thence
32 With said Nancy Burks line N 80

1 E poles to a fallen corner, between said
2 Nancy Burkes, Woliver and John Graham
3 deceased, thence S 68 1/2° E 24 1/2 poles to a
4 dogwood, thence N 57 1/2° E with said
5 Woliver line to a hollow, below said Woliv-
6 ers spring, striking Thomas Grahams
7 line, and with said line to the river, and
8 with the meanders of said river to the Beginning, con-
9 taining forty acres more or less. And said
10 James P. R. Graham and wife do hereby coven-
11 ant to & with said Samuel P. Graham that
12 they will warrant generally the said two
13 tracts of land herein described & convey sold
14 To have and to hold unto the said Samuel P.
15 Graham & his heirs forever together with the
16 appurtenances therunto belonging, and in
17 this conveyance, it is expressly reserved by
18 said Jas. P. R. Graham and wife the right of
19 way for a wagon road within the bounds of
20 said tracts for the benefit of L. D. & Jefferson
21 Kiser. Witness our hands and seals the day
22 and year first herein writtey
23 James P. Graham Seal
24 Mary E. Graham Seal

25 Virginia, Lee County, to wit:
26 I, John B. West a Notary Public in and
27 for said County & State do hereby certify that
28 Jas. P. R. Graham and Mary Elizabeth Graham,
29 whose names are signed to the foregoing deed,
30 bearing date November 9th 1881. have acknow-
31 ledged the same before me in my said
32 County. And said Mary Elizabeth

1 wife of Jas. K. P. Graham aforesaid being
2 explained by me privately & apart from
3 her said husband & having said writen &
4 fully explained to her, she the said Mary
5 Elizabeth Graham acknowledged the
6 same to be her act & deed and declared
7 that she had willingly executed the same
8 & does not wish to retract it, Given under
9 my hand this 9th day of November 1881
10 John B. West N. P.

11 Virginia, Lee County Court Clerks Office
12 the 13th day of July 1887.

13 The foregoing deed bearing date Nov
14 9th 1881 between Jas. P. Graham & wife of
15 the first part, and Samuel P. Graham of
16 the other part, all of Lee County, Va. was
17 this day filed in this office and ad-
18 mitted to record upon the Certificate of
19 John B. West a Notary Public for Lee
20 County Va.

21 Teste: John R. Gibson Clerk.
22 A Copy Teste: S. V. L. Richmond Clerk
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Jas H P. Graham & wife
L. L. Deed
S. P. Graham

A Copy
Deed Book 22
P 357

Clerk 75 cts

"2"
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1 This Deed made this the 1st day of March
2 1888 between James K. P. Graham and
3 Mary E. Graham his wife of the first
4 part, and Lavina J. Graham of the
5 Second part, all of Lee County Virginia,
6 Witnesseth that the said James K. P. Graham
7 and Mary E., his wife for and in considera-
8 tion of the sum of four hundred and
9 fifty dollars in hand paid the receipt
10 of which is hereby acknowledged both
11 this day bargained, sold delivered and
12 conveyed unto the said Lavina J. Graham
13 with Covenants of General Warranty all
14 their undivided interest in the lands and
15 Real Estate of which her father John
16 Graham decd. Seised and possessed which
17 interest consists in the undivided inter of
18 Wm. R. Graham in said Estate as conveyed
19 to the said J. K. P. Graham by W. R. Graham
20 by deed bearing date Oct 7th 1879
21 Given under our Hands and Seals this the
22 day and Year first above written

23 James K. P. Graham Seal
24 Mary E. Graham Seal

25 Virginia Lee County to wit:

26 I, John R. Gibson Clerk of the County Court
27 for the County aforesaid, in the State of Virg-
28 inia, do Certify that James K. P. Graham &
29 Mary E. Graham his wife whose names
30 are signed to writing above bearing date
31 the 1st day of March 1888 have acknowl-
32 edged the same before me in my County

1 aforesaid and said deed is admitted
2 to record, Given under my hand this
3 16th day of May 1888

4 John R. Gibson Clerk
5 A Copy Teste: S. V. F. Richmond Clerk
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Geo H. P. Graham & wife
Ex Deed
Lovina J. Graham

A Copy

Deed Book 26
P 364

" 1/2 "
B
c 30

This deed made this the 4th day
of April 1893, between Samuel P.
Graham and Lavinia J. Graham his
wife of the first part, and Samuel
E. Turner of the second part, both
parties of the County of Lee State
of Virginia Witnesseth, that the
said Samuel P. Graham and Lavinia
J. Graham his wife, for and in
consideration of the sum of One
Thousand and fifty Dollars in
hand paid and secured to be
paid, the receipt whereof is hereby
acknowledged doth by these pres-
ents grant bargain, sell and con-
vey unto the said Samuel E. Turner
the following described tracts
or parcels of land, as herein
after specially defined and set
forth and explained, viz. A
tract of land known as the Burk
and Davis land deeded by deed
of said S. P. Graham to Lavinia J. Graham
bearing date May 1st 1884, recor-
ded in Deed Book No. 20. page 505.
and bounded as follows viz, Beginning
at a fallen red oak corner to
John Wolivers land, thence N. 19° E
56 poles to a stake in a lane, N 18° W 88³/₄

poles to a stake, thence S 71° W 105 poles
to two small oaks and a rock on a ridge
N $43\frac{1}{2}^{\circ}$ W. 8 poles to a post oak near a
sourwood stump, thence S. $46\frac{1}{2}^{\circ}$ W. $50\frac{2}{3}$
poles to a white oak and a double
dogwood near a hallow. S 42° E.
74 poles to a stake on the Travers line,
S. 88° E 88 poles to the Beginning
Containing $89\frac{1}{2}$ acres be the same
more or less - and as to this tract
of land the parties of the first part
warrant generally the title thereto
and the said S. P. Graham joins herein
in order that he may pass all cutting
out rights he may have or be entitled
to in said tract of land.

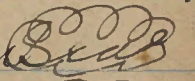
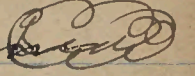
Also an other tract of land is
hereby conveyed, known as the
W. R. Graham share of land which
deceded to him from the land of
John Graham decd, which was
deceded by said W. R. Graham to said
J. K. P. Graham, and by said J. K. P.
Graham & wife, to the said Laura J. Graham
see deed book No 26 page 364 and
bounded as follows viz Beginning
at a sycamore on the North bank
of Douells River, thence N. 15° W 12
poles to a stake near a Grace Yard

thence N. $57\frac{1}{2}^{\circ}$ 12 poles to a stake at a spring dividing said Spring, thence N 13° W $65\frac{1}{2}$ poles to a stake in the Varney Burk line, thence with said Varney Burk line 85° E, about 35 poles to a fallen corner of said Varney Burk, Woliner and John Graham thence S. $68\frac{1}{2}^{\circ}$ $24\frac{1}{2}$ poles to a stake, thence N $57\frac{1}{2}^{\circ}$ E — poles with said Woliners line to a hollow below said Woliners spring striking Joseph E. Graham line, and with his line to the said River, and with the meanders of said River to the Beginning containing 40 acres more or less.

And the said parties of the first part warrant specially the title to this tract of land free from the claim of themselves their heirs and assigns, And the said Samuel P. Graham joins in this conveyance in order that he may convey and pass any and all reversionary rights he may have in this tract, and for the further reason that heretofore to wit on the 9th day of November 1881 the said J. E. P. Graham deeded this tract of land to the said Samuel P. Graham upon the condition that said

Samuel P. Graham, was to deed certain lands to him, but the said Samuel P. Graham failed to so do, and wholly failed to carry out his contract in this land exchange, and the parties never held or considered this deed valid, and held it for naught, and in order that all apparent rights of said S. P. Graham pass to the said G. E. Turner, he the said S. P. Graham joins in this conveyance,

But be it expressly understood that a vendors lien is hereby retained on the land hereby conveyed until all the purchase money is fully paid witness the following signatures and seals, this date above written.

Levina G. Graham 
Samuel P. Graham 

Virginia Lee County to wit:

I, John R. Gibson clerk of Lee County Court do certify that Levina G. Graham and Samuel P. Graham whose names are signed to the foregoing writing bearing date April 4th 1873. have acknowledged the same before me in my office and county aforesaid and said deed is admitted to record given under my hand this the 4th day of April 1873.

John R. Gibson clerk.

Recorded in Deed
Book 28 pa. 4287C.

Examined

G. E. Turner
Form } deed
2. G. W. P. Graham

"5"

Virginia

At a circuit Court Court Continued &
held for Lee County at the Court house
thereof Sept. 4th 1891

W. L. Jackson for & c

Plff

against

J. P. Graham^{sr} & Samuel P. Graham^{jr} Defs

In Debt

The defendants not appearing after having been
duly summoned; It is considered by the Court
that the Judgment obtained in the clerk's office
in favor of the Plaintiff against the Defendant
on note waiving homestead exemptions for
Two Thousand Three hundred and five
Dollars & seven cents (\$2305.07) and legal
interest thereon from April 7th 1890, till paid &
the costs. Attest J. C. Hyatt c

H. C. Jodry for &c

3 Copy of.

20 3 Judgment

J. P. Graham and Samuel
P. Graham

Fee for copy 20^c

"A"

Bill of costs

6 6.96-

3 1.00

A 2.50

col 25

~~110.66~~

10.86

This Deed made this 3 day of
March 1888, between Henry J.
Morgan of the first part and
Lavina J. Graham of the second
part both of Lee County Virginia
Witnesseth that Witnesseth that
for and in consideration of
the sum of One dollar in hand paid the
receipt of which is hereby
acknowledged, the said Henry
J. Morgan doth by these pres-
ents bargain, sell deliver and
convey unto the said Lavina J.
Graham a certain tract or parcel
of land lying and being in said
County and State and bounded
as follows to wit. Beginning
at a double Elm on the North
Bank of Danells River a corner
to Robert Travis land, thence
up the river as it meanders
104 poles to a Sycamore marked
as a corner N $15\frac{1}{2}$ W 12 poles to
a Stake near the Grave Yard
N $57\frac{1}{2}$ W 12 poles to a stake in the
head of a spring dividing said
Spring N 13 W $85\frac{1}{2}$ poles to a
Stake in Samuel P. Graham's line

and with said last named line
S 85 W 96 poles to a stake on R.
Lavis line and with his line
S 26 E 84 poles to where a dogwood
chestnut and black oak were
called for. S 13 E 52 poles to the
Beginning containing 44 acres
more or less and said Henry
J. Morgan doth Covenant that he
will warrant specially the title
to the tract of land therein
described, to have and to hold
unto the said Lavina J. Graham
and her heirs forever (subject
to the following reservation) to
wit. the widow Nancy Graham's
reservation, together with
all the appurtenances thereto
belonging. Witness the
following signatures and
seals, this the day and
year first above written
Henry J. Morgan

Virginia Lee County to wit: -
I John R. Gibson
Clerk of the County Court, for

The County aforesaid, in the
State of Virginia do certify
that Henry J. Morgan whose
name is signed to the writing
above bearing date on the 3 day
of May 1888 has acknowledged
the same before me in my
County aforesaid, and
said deed is admitted to
record. Given under my
hand this 23 day of Decem-
ber 1890

John R. Gibson Clerk

A Copy
Lester J. A. Syatt

Lavinia J. Graham
From ³ Copy of
Deed
Henry J. Morgan
Deed Book 26
page 364

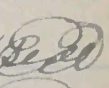
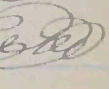
" 6th D "

Free for Copy 75¢

This Deed made this the 1st day
March 1888, between Samuel P.
Graham and Lavinia J. Graham
his wife of the first part and
Henry J. Morgan of the second
part all of Lee County Virginia wit-
nesseth, that the said Samuel P. Gra-
ham and wife, for and in Consider-
ation of ^{the sum} one dollar to them in hand
the receipt of which is hereby ack-
nowledged, the said Samuel P. Graham
and wife do by these presents bargain
sell, deliver and convey unto the
said Henry J. Morgan a certain
tract or parcel of land lying and
being in said County & State and
bounded as follows to wit:

Beginning at a double elm on the
North bank of Powell's River a
corner to Robert Travis land thence
up the River as it meanders 104 poles
to a Sycamore, marked as a corner
N 15° W 12 poles to a stake near the
grave yard: N 57½° W 12 poles to a
stake in the head of a Spring dividing
said Spring. N 13° W 65½ poles to a
stake, in said Samuel P. Graham's
line, and with said last named

line ~~B~~ 65 W 86 poles to a stake on
R. Travis line and with his line
S 26 E 84 poles to where a dogwood
chestnut and black oak were
called for S 13 E 62 poles to the
Beginning containing 44 acres
more or less; and said Samuel
P. Graham and wife, do covenant
that they will warrant generally
the title to the tract of land herein
described to have and to hold,
unto the said Henry J. Morgan
his heirs forever (subject to the
following reservations to wit, the
widow Mary P. Graham's reservation)
to getten with all the appertanances
thereunto belonging, witness
the following signatures and
seals, this the day and year
first above written

Samuel P. Graham 
Levina J. Graham 

Virginia
Lee County to wit: -
I John R. Gibson
Clerk of the County Court for

The County aforesaid in the
State of Virginia, do certi-
fy that Samuel P. Graham
and Lavina J. Graham his wife
whose name is signed to the
writing above bearing date on the
first day of March 1888, have
acknowledged the same before
me in my County aforesaid and
said Deed is admitted to record
Given under my hand this 25th
December 1890.

John R. Gibson Clerk

A Copy

Listed J. A. Hyatt & Co.

H. J. Morgan
Secretary of
Board of
Reed

S. P. Graham & wife
Deed Book 26
page 363.

"C. & D."

Fee for copy 75¢

Know all men by These presents, that I Samuel P. Graham of the County of Lee and state of Virginia am held and firmly bound to Lavina J. Graham his wife of the County and state afore said in the penal sum of nine hundred dollars lawful currency for which payment shal well and truly be made to said Lavina J. Graham her heirs &c.

Yet on these Considerations, That if said Samuel P. - Graham or his heirs shal make or cause to be made to the said Lavina J. Graham his wife, or heirs, on payment of all dues for a title, a special deed to to a certain tract or parcel of land, lying, and being in the above named County and State. known as the Nancy Brook land, now owned by me (Samuel P. Graham) without a deed, The deed being in the Court of the above named County an state. as afore said, (David Miller being imployed as counsel or commis- - ioner to obtain the deed,) Then this obligation is to be null and void, Other wise to remain in full force and virtue. And I here by acknowledge the pay- - ment of Four hundred and fifty dollars in money.

Given under my hand, This February 3rd 1884.

Witness L. S. Kirsner

Samuel P. Graham

S. D. Graham

Title Bond

By

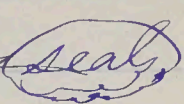
The Bank of

Book 20

✓ 352

This deed made and entered into this the first day of May 1884 by and between Samuel P. Graham of the first part and Lavina J. Graham his wife of the second part both of the county of Lee and State of Virginia witnesseth that for and in consideration of the sum of \$626.50 to the said Samuel P. Graham in hand paid by the said Lavina J. Graham his wife the receipt whereof is hereby acknowledged the said Samuel P. Graham has this day Bargained sold and delivered to the said Lavina J. Graham a certain tract or parcel of land containing $89\frac{1}{2}$ Acres Valued at \$7.00 per acre lying in the county of Lee and State of Virginia on the waters of Powells river and bounded as follows to wit Beginning at a fallen Red Oak corner to John Wooliver then N 19° E 56 Poles to a stake in a lane then N 11° W $88\frac{3}{4}$ Poles to a stake then S 71° W 105 Poles to a Hickory stump and small black Oak & rock on a ridge then N $43\frac{1}{2}^{\circ}$ W 8 Poles to a post Oak near a Sourwood stump then S $46\frac{1}{2}^{\circ}$ W $50\frac{2}{3}$ Poles to a white Oak and double Dogwood near a hollow S 42° E 74 Poles to a stake on the Travis line S 88° E 88 Poles to the Beginning to have and to hold the said tract or parcel of Land unto the said Lavina J. Graham forever

with all the appurtenances thereto belonging
forever and the Samuel P. Graham will
warrant Generally the title to the foregoing
described tract or parcel of Land witness
the following signature and seal this
day and year first above written

Samuel P. Graham 

Virginia Lee County trust

I Henry J. Morgan a Commissioner in Chancery of the Circuit
Court of Lee County the same being a Court of record do certify
that Samuel P. Graham whose name is signed to the foregoing
deed, dated May the first 1884, personally appeared before me
in the said County, and acknowledged said writing to
be his act and deed.

Given under my hand this 12th day of May 1884.

Virginia,

Henry J. Morgan Comr.

Lee County, Court Clerk's office the 15th day of May 1884

The foregoing deed bearing date May the 1st 1884 between
Samuel P. Graham of the one part, and Laura J. Graham
his wife of the other part, both of Lee County Va
was this day filed in this day filed in this of-
-fice and admitted to record upon the certificate
of Henry J. Morgan a Commissioner in Chancery
for the Circuit Court of Lee County Va.

Teste John R. Gibson. Clerk.

Lavinia J. Graham

From } Deed

Samuel P. Graham

Recorded in Deed
Book 1220 P. 505-

J. R. Gibson clk

Ex. 24

J. 90
6125-
\$2.15-

Lavinia J. Graham
From } Deed
Samuel P. Graham

This Deed made this 1st day of March. 1888.
between Samuel P. Graham & Larina J. Graham his
wife of the first part, and Henry J. Magaw
of the second part, all of Lee County Virginia.
Witnesseth, that the said Samuel P. Graham
& wife, for and in consideration of the sum of
one dollar to them in hand paid the receipt
of which is hereby acknowledged the said
Samuel P. Graham & wife do by these presents
 bargain, sell, deliver and convey unto the
said Henry J. Magaw a certain tract or parcel
of land lying & being in said County and
State and bounded as follows to wit: Begin-
ning at a double Elm on the North bank of
Powell's river, a corner to Robert Travis land,
thence up the river as it meanders 104 poles
to a Sycamore, marked as a corner; N $15\frac{1}{2}^{\circ}$ W
12 poles to a stake near the Grave yard; N $57\frac{1}{2}^{\circ}$
W 12 poles to a stake in the head of a spring.
dividing said spring N 13° W $65\frac{1}{2}$ poles to a
stake in said Samuel P. Graham's line, and with
said last named line S 85° W 96 poles to a
stake on R. Travis line, and with his line S 26° E
84 poles to where a dogwood, chestnut & black
oak were called for S 13° E 52 poles to the Begin-
ning containing 44 acres more or less and
said Samuel P. Graham & wife do covenant,
that they will warrant generally the title.

to the tract of land herein described to have
it to hold unto the said Henry J. Morgan &
his heirs forever (subject to the following
reservation, to wit, the widow Nancy Graham's
reservation) together with all the appurtenances
thereunto belonging. Witness the following sig-
natures & seals this the day and year first
above written.

Samuel P. Graham *Seal*
Louisa J. Graham *Seal*

VIRGINIA, LEE COUNTY, TO WIT:

I, John R. Gibson clerk of the county court for the county aforesaid, in the State of
Virginia, do certify that Samuel P. Graham & Louisa J. Graham his wife
whose name is signed to the writing above, bearing date on the 1st day of
March 1888, have acknowledged the same before me, in my
county aforesaid, and said deed is admitted to record. Given under my hand this 23rd
day of December 1888.

John R. Gibson Clerk.

Henry J. Morgan

Thos B Deed

Samuel P. Graham & wife

Recorded Deed

book 26 Page 363.

Ex January 29/1891

Exhibit I

J. P. S. a. a. a. Feb 1st 1888.

This Deed made this 3rd day of March 1888.
between Henry J. Morgan of the first part,
and Lavinia J. Graham of the second part,
both of Lee County Virginia. Witnesseth that
Witnesseth that for and in consideration of
the sum of one dollar in hand paid, the
receipt of which is hereby acknowledged the
said Henry J. Morgan doth by these presents
bought, sell, deliver and convey unto the said
Lavinia J. Graham a certain tract or parcel of
land lying and being in said county and
State and bounded as follows to wit:
Beginning at a double Elm on the North
bank of Powell's river a corner to Robert
Travis' land, thence up the river as it
meanders 104 poles to a sycamore marked
as a corner N 15 1/2° W 12 poles to a stake near
the Grave yard, N 57 1/2° W 12 poles to a stake
in the head of a spring dividing said
Spring N 13° W 65 1/2 poles to a stake in said
Samuel P. Graham's line, and with said
last named line S 85° W 96 poles to a stake
on R. Travis' line and with his line S 26° E 84
poles to where a dogwood, chestnut & black
oak were called for S 13° E 52 poles to the
Beginning containing 44 acres more or less
and said Henry J. Morgan doth covenant
that he will warrant specially the title

to the tract of land herein described to have
and to hold unto the said Larina J. Graham
and her heirs forever (subject to the follow-
ing reservation) to wit: the widow Nancy Gra-
ham's reservation together with all the appur-
tenances thereunto belonging. Witness, the
following signatures & seals this the day
and year first above written

Henry J. Morgan ~~Seal~~

VIRGINIA, LEE, COUNTY, TO WIT:

I, John R. Gibson clerk of the county court for the county aforesaid, in the State of
Virginia, do certify that Henry J. Morgan
whose name is signed to the writing above, bearing date on the 6th day of
May 1888, has acknowledged the same before me, in my
county aforesaid, and said deed is admitted to record. Given under my hand this 23^d
day of December 1888.

John R. Gibson Clerk.

Lavina J. Graham
From Deed

Henry J. Morgan.

Recorded Deed Book
26. Page 364.

Ex. January 24th 1891

Exhibit J

Dec 20th 1890. R.

Copy of Judgment
vs J. P. Graham et al

Judge Lin Dorset
No 2 page 211

Judgment			Linn Docket.		
Date of Judgment	By what Court	Time of Docketing	Name and description and Residence of Parties	Debt, Damages, interest & Costs	Amount, and date of Credit.
1891 Sept 4 th	Lee. Circuit Court,	1891 Sept 12	H. C. Josey for M. S. Richmond adms Peff vs Jas P. Graham & S. P. Graham adms	Judgment for \$2305.07 with legal interest thereon from the 7 th day of April 1890 till paid and the costs c 6.91 \$ 1.00 a 2.50 Co c 25.	

A copy

Test: J. J. Richmond Clerk

Copy of Indgment
vs J. P. Graham et al

Judge Linn Docket
No 2 page 211

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

WE COMMAND YOU TO SUMMON

J. D. Graham
And J. D. Graham

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday
in *August* next, to answer *H. W. Hoslyn who*
sues for the benefit of J. W. H. Richmond
and B. H. Sewall Administrators de bonis
non of the Estate of W. D. Richmond
deceased

upon a plea of *Debt on note for \$2,305.07*, Damage. \$ *2,305.00*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *13th* day of *July* 18 *91*, in the 11⁶ year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

F

(P)

W. C. Joslyn for &
as ³ Sum's Debt
J. P. S. P. Graham
to P. Aug Rules 1891

Executed. July the 23rd 1888
by delivering an official
copy ^{of this sum} to J. P. Graham
and S. P. Graham
this July the 24th 1888
W. C. Flanagan S. L. C.

\$2305⁰⁹

One days after date, ^{me or either of us} I promise to pay

H. L. Jasey or Adm'r Mr W. R. Richman and Deed

Twenty three Thousand & Five & ⁰⁹/₁₀₀ Dollars,

for value received, waiving ~~my~~^{our} homestead as to this Note.

Witness ~~my~~^{our} hands and seals

Apr 7 1890

J. P. Graham ~~Deed~~
J. P. Graham

SEAL

Virginai, Lee County, __TO-wit:

H.C. Joslyn who sues for the benefit of S. V. F. Richmond and B. H. Sewell administrators de bonis non of the estate of M. D. Richmond deceased plaintiffs complains of J. P. Graham and S. P. Graham defendants who have been summoned &c. of a plea that they render unto the plaintiffs the sum of Twenty three ^{hundred} and five ~~dollars~~ and seven cents (\$2305.07) which to the plaintiffs they owe and from them unjustly detain: For this that heretofore, to wit; on the 7th day of April 1890, the defendants made their certain writing obligatory sealed with their seals and signed with their signatures the date whereof is the day and year aforesaid by which said writing obligatory the defendants bound themselves ^{jointly & severally} to pay to the plaintiffs, H.C. Joslyn adm^rs. of ^{M.D. Richmond deceased} one day after date thereof the said sum of \$2305.07 and as to said debt they each waived the benefit of their homestead exemptions.

Nevertheless, the defendants nor neither of them, although often requested to do so, have paid said sum of money or any part thereof to the beneficiaries, or plaintiffs, or either of them, any part thereof.

But the same, or any part thereof, to pay to the plaintiffs, or or beneficiaries or either of them the defendants, have and each of them hath hitherto wholly failed and refused and still doth fail and refuse to the Damage of the plaintiffs \$2305.07. hence suite &c.

A. L. Pridemore,

p/q

(P)

H. C. Joslyn for &c.^{P.}

vs
Declaration Debt.

J.P. Graham & S.P. Graham

Date enclosed.

1891. 1st Aug. Rules Dec'd

Filed June 24th & C. Order

" 2nd Aug. Rules C. Order Conf'd

" 4th Aug Term Judgt

Final O.B. 154

\$ 6.91

\$ 1.00

\$ 2.50

\$ 2.50

\$ 10.66

July
21
1880

MS /

The court tells the jury if they believe from the evidence that the plaintiff was the owner of the mare, sued for, and that she was hurt & injured, on the plaintiff's rail road, by its engines, Cars & trains, or being on the track was run upon & driven down a steep embankment by said Cars & Trains, and thus injured, and that the ~~plaintiff's~~ right of way was not fenced as the law directs it to be, then the jury will find for the plaintiff, such damages as he has sustained by reason of such injury as shown by the proof - and this although they may believe there was no negligence upon the part of the defendant company.

Plff.

We the Jury find
for the Plaintiff
and assess the
Damage \$100.00
J. E. Stubb

413. M.

1 H. B. Joslyn for re.
2 re. } In Chancery,
3 James P. Graham et al.

5 Exceptions by plaintiff to
6 the answer of S. E. Turner, filed
7 in said cause on the 9th day of March
8 1894.

9 1. That part of said answer on page
10 1, line 24 to 32 inclusive, because
11 it is not responsive to the bill
12 and contains no legal defense
13 thereto.

14 2. That part of said answer
15 found on page 2, line 1 to
16 part of line 11, is excepted to for
17 the same reasons as above.
18 Said deed of the said James P.
19 Graham to Louisa J. Graham
20 conveys no title, and the agreement
21 or consent of the said Samuel P.
22 Graham for J. P. Graham conveys
23 no authority for him to make
24 said conveyance.

25 3. That part of said answer, contained
26 on page 2 line 12 to and including
27 line 25, which purports to be
28 an answer to the allegations of
29 the bill found on page 3, and
30 including line 32, on said
31 page 3, and line 1 on page 4
32 of said bill is excepted to

S. V. F. Richmond and B. H. Sewell administrators of the estate of M. D. Richmond deceased.

Gentlemen,

You will please take notice that on the 23rd day of September 1892, at the Law office of James W Orr in the town of Jonesville Va, we will proceed to take the depositions of John P. Graham & others, which depositions when taken are intended to be read as evidence in our behalf in a certain suit in chancery now pending in the Circuit Court of Lee County Va, in which H. C. Jaslyn, who sues for your benefit is plaintiff, and we and others are defendants, and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed on that day, the taking of the same will be adjourned from time to time and from place to place until completed.

Very Respectfully,

J. P. Graham
Lawrence J. Graham.
By Counsel.
Sept 13th 1892.

S. P. Graham & wife
ads } notice to take
- depts

H. C. Gaslyn for &c.

Sept 23rd 1892.

~~We accept legal
service of this
notice.~~

Executed - Sept 13
1892. by delivering
and of file copy of
the within notice
to. B. W. Kemel and
S. V. F. Richmond
Thrs. Sept 13. 1892

C. C. Flannery. S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

^{again}
WE COMMAND YOU,

That you summon

*Samuel P. Graham, James
P. Graham, Larina J. Graham and Samuel
E. Turner*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *third* Monday in *January*, 189*3*, to answer a bill in Chancery, exhibited against *them* in our said court by *H. C. Foslyn* for the benefit of *S. V. F. Richmond* and *B. H. Sewell* administrator of the Estate of *M. D. Richmond* deceased

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *6th* day of *December*, 189*3*, and in the *118th* year of the Commonwealth.

A. B. Munsey Clerk.

of Dec. 20

Dec. 27

H. C. Joslyn for &c

US. } SUBPŒNA
IN CHANCERY.

S. P. Graham et al

B. H. Sewell p. q:

To 2nd January 1894 Rules,

Circuit Court.

Executed Dec 27. 1893
by delivering and office
copy of the within
sums to Samuel. C.
Turner and Lavinah. J
Graham.

C. E. Flanary. S. L. C

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *J. P. Graham, S. P. Graham*
Lavina Graham and S. E. Turner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *January*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by *A. B.*

Joslyn who sues for the benefit of S. J. Richmond
and B. H. Sewell administrators of the estate
of M. S. Richmond deceased

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *7th* day of *January*, 189*6*, and in the

120th year of the Commonwealth.

A. B. Munsey Clerk.

Executed in part
by delivering a true
Copy of the within
sums. to J. P. Graham
Lavina Graham and
S. E. Turner. farther
executed the within
summons by delivering
a copy of the same
to Lavina Graham
for J. P. Graham and
by explaining the reports
of said summons
she being the wife of
S. P. Graham and over
16 years of age and
a member of his fam-
ily and her usual
place of abode and
he the said S. P. Graham
being absent from
his usual place of
abode. This Feb 3-1896.
W. P. Weston S. C.

H. C. Joslyn for &c
vs. { SUPENA
IN CHANCERY.
J. P. Graham et al
B. H. Sewell p. q.

To 2nd Jan Rules,
Circuit Court.

~~Executed in part
Jan 31 1896 by
delivering a true
Copy of the within
sums to all of the
within names
Except S. P.
Graham this
Feb 3-1896
W. P. Weston S. C.~~

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*J. P. Graham, S. P.
Graham, Lavina J. Graham and
A. L. Pridemore*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *March 1892* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *H. C. Polyn, who sues*

*for the benefit of G. W. F. Richmond and B. H.
Bewell Administrators de bonis non of
the Estate of M. D. Richmond deceased*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *4th* day of *March* 1892, in the 116 year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(P)

H. C. Joslyn for &c

vs 3 Spair

3 Chaucery

J. P. Graham et al

To 1st March Rule 1892

Executed March the 5. 1892

by delivering a true
copy of the within &c
to J. P. Graham

S. P. Graham

Lavinia J. Graham

and H. L. Bidgans

This March the 7. 1892

G. C. Flannery

S. L. C.

The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING.

We Command You to Summon

J. P. Graham, S. P.
Graham, Laura J. Graham
and A. L. Pridemore

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in
May next, being rule day to answer a bill in Chancery exhibited in our said Court against

them by *Wm. B. Polym* who sues
for the benefit of *J. W. F. Richmond & B. H. Sewell*
Admrs de bonis non of the Estate of M. D. Richmond dec'd

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This.... *22nd*
day of *April* ... 1892, in the 116 year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

P. 423 (P)

H. Le. Joslyn for &c

3 Alias Sp

vs 3 Du Cheneau

J. P. Graham et al

To 1st May Rules 1892

Executed April 23 1892

by delivering and
offical copy of the
within and to
H. L. Pridemore, Larina

J. Graham for then executed by delivering

and official copy of the within and to the wife of J. P.

and J. S. P. Graham and explaining to them

their prospects they being members of the families

of J. P. and J. S. P. Graham and over the age of

sixteen years J. P. and J. S. P. Graham being absent from
their usual place of abode. C. C. Flannery, S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Samuel P. Graham, James P. Graham
Lavina J. Graham and Samuel E. Turner*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *2nd* Monday in *December*, 189*3*, to answer a bill in Chancery, exhibited against *them* in our said court by *H. C. Joslyn for the*

*benefit of S. V. F. Richmond and B. H. Sewell
administrator of the estate of M. D. Richmond decd*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *6th* day of *December* 189*3*, and in the *118th* year of the Commonwealth.

A Copy Teste

A. B. Munsey Clerk.

A. B. Munsey Clerk

vs.

}

**SUBPŒNA
IN CHANCERY.**

.....p. q.

To.....Rules,
Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Samuel P Graham, James P Graham*
Lavina J Graham and Samuel E Turner.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *2nd* Monday in *December*, 189*3*, to answer a bill in Chancery,
exhibited against *them* in our said court by *H. C. Jostyn* for the
benefit of S. V. F. Richmond and B. H. Sewell
administrator of the Estate of M. D. Richmond dead

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *6th* day of *December* 189*3*, and in the *11⁸⁴* year of
the Commonwealth.

A copy Teste

A. B. Munsey Clerk.
A. B. Munsey clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Samuel P. Graham James P. Graham
Lavina Graham and Samuel E. Turner*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *2nd* Monday in *December*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *H. C. Joslyn* for the benefit of *S. V. F. Richmond* and *B. H. Sewell* Administrator of the Estate of *M. D. Richmond* dead,

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *6th* day of *December* 189*3*, and in the *11th* year of the Commonwealth.

A. B. Munsey Clerk.

H. C. Jocelyn for re

vs.

{ SUBPÆNA
IN CHANCERY.

Samuel P. Graham et al

B. H. Sewell p. q.

To 2nd December Rules,

Circuit Court.

Executed Dec^r 8. 1893
by delivering and affixing
copy of the within summons
to S. P. Graham and
James P. Graham not
executed as to Laruna J.
Graham and Samuel
E. Turner.
C. C. Flannery. S. T. C.